



## Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

**Agenda - Monday, August 21, 2023 - 6:00 PM**

Call to Order

Roll Call

Invocation given by Director Harris

Pledge of Allegiance led by Bi-State Building Manager Kristine Barron

### **CITIZEN COMMUNICATION**

*A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication.*

*Please fill out a Citizen Communication Card with your name and contact information for the City Clerk's records.*

### **CONSENT**

1. Approval of the minutes of the special called meeting August 7, 2023, and the regular meeting August 7, 2023. (CCD) City Clerk Heather Soyars
2. Adopt a Resolution to reschedule Board of Directors meetings in 2024 that conflict with certain holidays. (CCD) City Clerk Heather Soyars

### **REGULAR**

3. Consider the following action concerning the clean-up of five (5) nuisance properties:  
Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.  
Adopt a Resolution certifying the amount to be put on the tax books as delinquent and collect accordingly. (PWD) Public Works Director Tyler Richards
4. Consider the following action concerning substandard structures:  
Conduct a Public Hearing regarding the demolition of two (2) substandard structures.  
Adopt a Resolution condemning two (2) substandard structures for demolition. (PWD) Public Works Director Tyler Richards

5. Adopt a Resolution authorizing the Director of the Parks and Recreation Department to apply for an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage, and Tourism in the amount of \$250,000.00 to construct an all-inclusive playground at the Texarkana Arkansas Recreation Center. (PARKS) Parks and Recreation Director Adam Dalby.
6. Adopt a Resolution authorizing the Acting City Manager to enter into a contract to purchase Union Elementary School as additional space for the Texarkana, Arkansas Police Department. (TAPD) Police Chief Michael Kramm
7. Adopt an Ordinance to allow Central Records & Communication (CRC) to provide record entry and limited record maintenance for small Texas Police Departments for a fee. (CRC) CRC Manager Wendy Herring

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*
8. Adopt an Ordinance authorizing the Acting City Manager to enter into a lease-purchase agreement for three (3) Toyota Tacoma trucks for the Texarkana, Arkansas Police Department. (TAPD) Assistant Police Chief Bobby Jordan

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*
9. Adopt an Ordinance authorizing the Acting City Manager to enter into a Construction Contract with Hightech Signs the Front Street Stage Sign. (PWD) Public Works Director Tyler Richards

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*
10. Adopt an Ordinance to amend the *City of Texarkana, Arkansas, Code of Ordinances* to include an alcohol beverage permit for hotels/motels and restaurants. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
11. Adopt an Ordinance authorizing the Acting City Manager to accept the amendment of the City's 401(a) retirement plans with Mission Square (formerly ICMA) for noncivil service employees. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
12. Adopt a Resolution authorizing the Acting City Manager to enter into contracts with Crossties and Big Ass Touring, Inc., regarding the performance of Priscilla Block at the Front Street Festival Plaza. (ADMIN) Acting City Manager/Finance Director TyRhonda Henderson

## **BOARD OF DIRECTORS' COMMENTARY**

### **EXECUTIVE SESSION**

13. Adopt a Resolution appointing Randy Henry to the Historic District (CCD) City Clerk Heather Soyars

**NEXT MEETING DATE: Tuesday, September 5, 2023**

**ADJOURN**

**2023 City Calendar**

Gateway Farmers Market - Open Tuesdays, Thursdays, Saturdays - 7AM- Noon

Gateway Farmers Market Fall Tailgates & Tables - Saturday, September 16th - 8AM - 2PM

Universal Vibe - Saturday, November 4th - 10AM - 10PM

Gateway Farmers Market Holiday Market - Saturday, November 18th - 10AM - 2PM

Founders' Week Celebration – December 4th – 10th

**Texarkana Rec Center Calendar**

Ageless Grace - Mondays – 2PM – 3PM

Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon

Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Approval of the minutes of the special called meeting August 7, 2023, and the regular meeting August 7, 2023. (CCD) City Clerk Heather Soyars

**AGENDA DATE:** August 7, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : Minutes

**DEPARTMENT:** City Clerk Department

**PREPARED BY:** Heather Soyars, City Clerk

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**REQUEST:** Approval of meeting minutes.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Approval of meeting minutes

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION REQUIRED:** N/A

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**EXHIBITS:** Meeting minutes.



## **Special Called Meeting of the Board of Directors**

City of Texarkana, Arkansas  
216 Walnut Street

**Minutes - Monday, August 07, 2023 - 5:00 PM**

Mayor Allen Brown called the meeting to order at 5:00 PM.

**PRESENT:** Mayor Allen Brown, Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Brewer, and Ward 5 Director Danny Jewell.

**ABSENT:** Ward 6 Director Jeff Hart.

**ALSO, PRESENT:** City Clerk Heather Soyars.

### **EXECUTIVE SESSION**

The Board of Directors entered Executive Session at 5:00 PM to interview a candidate for the city manager position.

The Mayor reconvened the meeting at 5:43 PM, and no action was taken.

### **ADJOURN**

Motion to adjourn made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the meeting adjourned at 5:44 PM.

**APPROVED** this the 21<sup>st</sup> day of August 2023.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, August 07, 2023 - 6:00 PM**

Mayor Allen Brown called the meeting to order at 6:00 PM.

PRESENT: Mayor Allen Brown, Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, Ward 5 Danny Jewell, and Ward 6 Director Jeff Hart.

ALSO, PRESENT: Acting City Manager/Finance Director TyRhonda Henderson, City Attorney Joshua Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

Invocation and Pledge of Allegiance given by Assistant Mayor Terry Roberts.

### **CITIZEN COMMUNICATION**

Roberts Fellers, 6 Shady Pine Circle, spoke about the unattractive fiber optic boxes Windstream put in the front yards of their neighborhood.

Ruth Penny Bell, 2700 Forest Avenue, wanted the City to do something about properties overran with vehicles and junk.

### **PRESENTATION(S)**

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

James Shuman, Jr.	TWU	15 Years
Gary Smith	TWU	20 Years

2. Presentation of the FY2024 Airport Budget. (AIRPORT) Airport Director Paul Mehrlich

### **CONSENT**

Director Harris asked to remove Item 5. Adopt a Resolution authorizing the Acting City Manager to enter into a Purchase Agreement with RiverCity Hydraulics, Inc., for a Grapple Truck. (PWD) Public Works Director Tyler Richards

Assistant Mayor Roberts made the motion to adopt the Consent agenda, Seconded by Director Brewer. The motion carried and the following items were approved:

3. Approval of the minutes of the scheduled regular meeting July 17, 2023. (CCD) City Clerk Heather Soyars

4. Resolution No. 2023-62 approved the reimbursement of \$13,500.00 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Acting City Manager/Finance Director
6. Resolution No. 2023-63 authorized the Acting City Manager to enter into a construction contract with Contech Contractors, Inc., for the Texarkana Recreation Center Parking Lot. (PWD) Public Works Director Tyler Richards
7. Resolution No. 2023-64 authorized the Acting City Manager to enter into a contract for the Millwood Water Treatment Plant Cleaning of Sludge Ponds Project (TWU) Executive Director Gary Smith

## **REGULAR**

5. Resolution No. 2023-65 authorized the Acting City Manager to enter into a Purchase Agreement with RiverCity Hydraulics, Inc., for a Grapple Truck. (PWD) Public Works Director Tyler Richards

After a brief discussion, the motion to adopt the resolution made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

Mayor Brown requested Item 10. Adopt a Resolution amending the Board of Directors' Rules of Order and Procedure Manual regarding Readings. (BOD) to be presented before the Airport Budgets.

Motion to move Item 10 before Item 8 was made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0.

10. Resolution No. 2023-66 amended the Board of Directors' Rules of Order and Procedure Manual regarding Readings. (BOD)

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

Voting Nay: Director Harris

The motion carried 6-1 and the Mayor declared the resolution adopted.

8. Resolution No. 2023-67 to adopt the FY2024 Airport Budget. (AIRPORT) Airport Director Paul Mehrlich

After a brief discussion, the motion to adopt the resolution made by Director Hollibush, Seconded by Director Brewer.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

9. Resolution No. 2023-68 to adopt the FY2024 Airport Capital Budget. (AIRPORT) Airport Director Paul Mehrlich

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

11. Consider the following:

Conduct a Public Hearing regarding the issuance of Waterworks and Sewer Facilities Revenue Bonds, Series 2023.

Mayor Brown opened the Public Hearing.

Director Harris asked what the interest rate was.

Rose Law Firm said 4.23%, but then corrected the rate to 4.17%

No one else came forward.

Mayor Brown closed the Public Hearing.

Ordinance No. 27-2023 authorized the City of Texarkana, Arkansas Public Facilities Board to proceed with the issuance of Waterworks and Sewer Facilities Revenue Bonds, Series 2023. (PFB-TWU) Acting City Manager/Finance Director TyRhonda Henderson and TWU Executive Director Gary Smith

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Assistant Mayor Roberts, Seconded by Director Hart.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Hart, Seconded by Director Hollibush.



Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Brewer, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, and Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hart, Seconded by Director Brewer.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, and Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the Mayor declared the ordinance adopted.

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*

Motion to enact the emergency clause made by Assistant Mayor Roberts, Seconded by Director Harts.

Mayor Brown asked if anyone would like to speak for or against the emergency clause.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Hart.

Voting Nay: Director Jewell

The motion carried 6-1 and the Mayor declared the emergency clause enacted.

12. Ordinance No. 28-2023 levied the 2023 tax rate. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Assistant Mayor Roberts, Seconded by Director Hart.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Brewer, Seconded by Director Hart.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Hollibush, Seconded by Director Hart.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, and Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hart, Seconded by Director Brewer.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, and Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the Mayor declared the ordinance adopted.

## **BOARD OF DIRECTORS' COMMENTARY**

Director Hart wanted to thank TWU Executive Director Gary Smith for an outstanding job he was doing for the City. He said he was very thankful for the Acting City Manager/Finance Director TyRhonda Henderson.

## **EXECUTIVE SESSION**

The Board of Directors entered Executive Session at 7:20 PM.

The Mayor reconvened the meeting at 7:33 PM, and the following action was taken:

13. Resolution No. 2023-69 appointed Lisa VandeGraff to the Advertising and Promotion Commission. (CCD) City Clerk Heather Soyars

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

Director Harris abstained.

The motion carried 6-1 and the Mayor declared the resolution adopted.

14. FAILED - Adopt a Resolution reappointing Brandon Cogburn to the Advertising and Promotion Commission. (CCD) City Clerk Heather Soyars

After a brief discussion, the motion to adopt the resolution made by Director Brewer, Seconded by Director Hollibush.

Voting Yea: Mayor Brown and Director Brewer.

Voting Nay: Assistant Mayor Roberts, Director Hollibush, Director Jewell, and Director Hart.

Director Harris abstained.

The motion miscarried 2-5 and the Mayor declared the resolution failed.

15. FAILED - Adopt a Resolution reappointing Sandy Varner to the Advertising and Promotion Commission. (CCD) City Clerk Heather Soyars

After a brief discussion, the motion to adopt the resolution made by Director Brewer, Seconded by Director Hollibush.

Voting Yea: Mayor Brown and Director Brewer.

Voting Nay: Assistant Mayor Roberts, Director Hollibush, Director Jewell, and Director Hart.

Director Harris abstained.

The motion miscarried 2-5 and the Mayor declared the resolution failed.

**NEXT MEETING DATE: Monday, August 21, 2023**

**ADJOURN**

Motion to adjourn made by Director Hart, Seconded by Assistant mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the meeting adjourned at 7:37 PM.

**APPROVED** this the 21<sup>st</sup> day of August 2023.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Adopt a Resolution to reschedule Board of Directors meetings in 2024 that conflict with certain holidays. (CCD) City Clerk Heather Soyars
<b>AGENDA DATE:</b>	August 21, 2023
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk

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<b>REQUEST:</b>	Reschedule Board meetings
<b>EMERGENCY CLAUSE:</b>	N/A

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<b>SUMMARY:</b>	This is a request to reschedule Board meeting that conflict with certain holidays.  January 1 rescheduled to January 2 due to New Year's Day holiday  January 15 rescheduled to January 16 due to the Martin Luther King, Jr. Day holiday  February 19 rescheduled to February 20 due to the Presidents' Day holiday  September 2 rescheduled to September 3 due to the Labor Day holiday  December 2 rescheduled to December 3 due to the Christmas Parade
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<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A

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<b>RECOMMENDED ACTION:</b>	The Acting City Manager and staff recommend approval.
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<b>EXHIBITS:</b>	2024 City Calendar and Resolution.
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# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, certain holidays and events will conflict with scheduled Board of Directors meetings during 2024;

**WHEREAS**, meetings should be rescheduled to avoid those conflicts;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, the meeting scheduled for January 1, 2024, is hereby rescheduled to January 2, 2024, due to the New Year's Day holiday; January 15, 2024, is hereby rescheduled to January 16, 2024, due to the Martin Luther King, Jr. Day holiday; February 19, 2024, is hereby rescheduled to February 20, 2024, due to the President's Day holiday; September 2, 2024, is hereby rescheduled to September 3, 2024, due to the Labor Day holiday; and December 2, 2024, is hereby rescheduled to December 3, 2024, due to the Christmas Parade.

**PASSED AND APPROVED** this 21st day of August, 2023.

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Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

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Joshua L. Potter, City Attorney

# City of Texarkana, Arkansas 2024 Calendar



**January**

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**February**

Sun	Mo	Tue	We	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

**March**

Su	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**April**

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
30						

**May**

Sun	Mo	Tue	We	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**June**

Sun	Mo	Tue	We	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**July**

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**August**

Sun	Mo	Tue	We	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**September**

Su	Mo	Tue	We	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**October**

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**November**

Sun	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**December**

Sun	Mo	Tue	We	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	City Holiday
	Board of Directors 6 PM
	Planning Commission 6 PM
	Staff Meeting 10 AM Agenda Deadline 5 PM
	Historic District Commission 9:30 AM
	Historic District Commission 9:30 AM A&P Commission 4 PM
	Board of Adjustment 6 PM
	Historic District Commission 9:30 AM Staff Meeting 10 AM Agenda Deadline 5 PM
	Staff Meeting 10 AM Board of Adjustment 6 PM

## City Holidays

- January 1—New Year's Day
- January 15—Martin Luther King Jr. Day
- February 19—President's Day
- March 29—Good Friday
- May 27—Memorial Day
- June 19—Juneteenth
- July 4—Independence Day
- September 2—Labor Day
- November 11—Veterans Day
- November 28—Thanksgiving Day
- November 29—Day after Thanksgiving
- December 2 rescheduled due to Parade
- December 24—Christmas Eve
- December 25—Christmas Day



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Consider the following action concerning the clean-up of five (5) nuisance properties:  
Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.  
Adopt a Resolution certifying the amount to be put on the tax books as delinquent and collect accordingly. (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

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**REQUEST:** A resolution certifying amount to be put on tax books as delinquent and collected accordingly

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** A resolution to place liens on Miller County tax books to recover cost of removal of overgrowth, trash, and debris from five (5) nuisance properties.

Address & Parcel Number	Legal Description	Owner of Record	Cost
MLK & Ash Ward# 2 Parcel# 1010600	All of Lot 1 Block 12 Original City	Austin Carver 1202 E 33 <sup>rd</sup> St Texarkana, Ar 71854	\$220.00
1023 Ferguson Ward# 2 Parcel# 2730330	All Lot 47 Block 8 Fronhoff's	Susan Ibem 1 Holiday Ln Texarkana, Tx 75503	\$220.00
14 Martha St Ward# 2 Parcel# 5410140	All Lots 7 thru 12 Block 2 Towery's	2 Coins, LLC. 30 N Gould St Suite 26845 Sheridan, Wy 82801	\$220.00
907 Jackson Ward# 2 Parcel# 1691630	All of Lots 3 & 4 Block 21 Bronway Hgts	Vanessa Zarate 11927 Sunburst Marble Rd. Riverview, Fl 33579	\$220.00
100 Artesian Ward# 2 Parcel# 3450100	All of Lots 5 thru 7 Block 4 Kirby College	Divine Chick Gana 10016 Ellard Dr. Lanham, Md 20706	\$220.00

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION  
REQUIRED:** \$0.00

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**EXHIBITS:** Resolution, and List of property addresses, legal descriptions, owner's names and address, and the amount of lien.



# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, notice was given pursuant to Ark. Code Ann. §14-54-904 to the property owners identified below of a hearing before the Texarkana, Arkansas, Board of Directors to determine the amount of the lien, if any, to be placed on the property identified below for the expense incurred by the City for removal of overgrowth, trash and debris from nuisance properties of such parcel of real property under the provisions of Ark. Code Ann. §14-56-201. Et seq., and Ark. Code Ann. §14-54-901, et seq., and the *City of Texarkana, Arkansas, Code of Ordinances*, including, without limitation Chapter 11, Article VI; and

**WHEREAS**, such notice was given pursuant to applicable law more than thirty (30) days prior to the date of the hearing and stated that the hearing on the matter would be before the City Board of Directors on August 21, 2023, commencing at 6:00 p.m. in the Texarkana, Arkansas, Municipal Building Board Room; and

**WHEREAS**, a hearing on such claim by the City was held this date pursuant said notice and in accordance with the provisions of applicable law and the *City of Texarkana, Arkansas, Code of Ordinances*; and

**WHEREAS**, the properties at issue, property owners, and lien amounts (with the amount of the lien on each said parcel being the City's incurred expense for such parcel plus 10% penalty (as provided by law, including without limitation, Ark. Code Ann. §14-54-904) are as follows:

<b>STREET ADDRESS &amp; PARCEL NUMBER</b>	<b>LEGAL DESCRIPTION</b>	<b>OWNER OF RECORD &amp; MAILING ADDRESS</b>	<b>COST (PLUS 10%)</b>
MLK & Ash Ward 2 Parcel 1010600	All of Lot 1 Block 12 Original City	Austin Carver 1202 E. 33 <sup>rd</sup> St. Texarkana, AR 71854	\$220.00

1023 Ferguson Ward 2 Parcel 2730330	All of Lot 47 Block 8 Fronhoff's	Susan Ibem 1 Holiday Ln. Texarkana, TX 75503	\$220.00
14 Martha St. Ward 2 Parcel 5410140	All Lots 7 thru 12 Block 2 Towery's	2 Coins, LLC 30 N. Gould St., Ste 26845 Sheridan, WY 82801	\$220.00
907 Jackson Ward 2 Parcel 1691630	All of Lots 3 & 4 Block 21 Bronway Heights	Venessa Zarate 11927 Sunburst Marble Rd. Riverview, FL 33579	\$220.00
100 Artesian Ward 2 Parcel 3450100	All of Lots 5 thru 7 Block 4 Kirby College	Divine Chick Gana 10016 Ellard Dr. Lanham, MD 20706	\$220.00

**WHEREAS**, the Board of Directors has determined that there should be certified to the Miller County, Arkansas, Tax Collector to be placed on the books as delinquent taxes the amount set forth above for each said parcel of real property;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the amounts set forth above are hereby certified to the Tax Collector for Miller County, Arkansas, for placement on the tax books as delinquent taxes on the respective parcels of real property identified and described above and collected accordingly as provided for by applicable law, including, without limitation, Ark. Code Ann. §14-54-901, et. seq.

**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney

<b>Address &amp; Parcel Number</b>	<b>Legal Description</b>	<b>Owner of Record</b>	<b>Cost</b>
MLK & Ash Ward# 2 Parcel# 1010600	All of Lot 1 Block 12 Original City	Austin Carver 1202 E 33 <sup>rd</sup> St Texarkana, Ar 71854	\$220.00
1023 Ferguson Ward# 2 Parcel# 2730330	All Lot 47 Block 8 Fronhoff's	Susan Ibem 1 Holiday Ln Texarkana, Tx 75503	\$220.00
14 Martha St Ward# 2 Parcel# 5410140	All Lots 7 thru 12 Block 2 Towery's	2 Coins, LLC. 30 N Gould St Suite 26845 Sheridan, Wy 82801	\$220.00
907 Jackson Ward# 2 Parcel# 1691630	All of Lots 3 & 4 Block 21 Bronway Hgts	Vanessa Zarate 11927 Sunburst Marble Rd. Riverview, Fl 33579	\$220.00
100 Artesian Ward# 2 Parcel# 3450100	All of Lots 5 thru 7 Block 4 Kirby College	Divine Chick Gana 10016 Ellard Dr. Lanham, Md 20706	\$220.00



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Consider the following action concerning substandard structures:  
Conduct a Public Hearing regarding the demolition of two (2) substandard structures.  
Adopt a Resolution condemning two (2) substandard structures for demolition. (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tyler Richards, Public Works Director

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**REQUEST:** Condemnation of two (2) substandard structures for nuisance abatement.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Condemnation of two (2) substandard structures for nuisance abatement.

Address & Parcel Number	Legal Description	Owner of Record
1710 Pearl St Ward# 2 Parcel# 4550090	E/2 OF LOTS 9 & 10 Block 1 PIERCE ADDN.	TAM THANH HUYNH 207 Baden Texarkana, Ar. 71854
1721 Pearl St Ward# 2 Parcel# 3452220	ALL LOT 5 Block 61 KIRBY COLLEGE	TAM THANH HUYNH 207 Baden Texarkana, Ar. 71854

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION  
REQUIRED:** \$0.00

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**EXHIBITS:** Resolution and Slides

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the Public Works Department has requested an order of condemnation under Section 11-87 of the *City of Texarkana, Arkansas, Code of Ordinances*, for the following two substandard residential structures:

<b>ADDRESS PARCEL NO.</b>	<b>LEGAL DESCRIPTION</b>	<b>OWNER</b>
1710 Pearl St. Ward 2 Parcel 4550090	E/2 OF LOTS 9 & 10 Block 1 PIERCE ADDN.	TAM THANH HUYNH 207 Baden Texarkana, AR 71854
1721 Pearl St. Ward 2 Parcel 3452220	ALL LOT 5 Block 61 KIRBY COLLEGE	TAM THANH HUYNH 207 Baden Texarkana, AR 71854

**WHEREAS**, owners of the listed properties have been notified that the structure(s) on the properties are in violation of the Arkansas Fire Prevention Code and the International Property Maintenance Code, but little or no work has been done on the structures and the allowed time period has lapsed for the owners to voluntarily bring the structures into code compliance; and

**WHEREAS**, such structures have become dilapidated, unsightly, unsafe, unsanitary, obnoxious, or detrimental to the public welfare; and

**WHEREAS**, the Public Works Department has attempted to notify, by certified mail, the last owner of record of each property informing them that the Board of Directors will consider declaring these structures a nuisance; and

**WHEREAS**, notices if the condemnations will be sent to the owners of record allowing thirty (30) days to obtain a permit for repairs or a permit to demolish the structure after giving property owners at least then days in which to remove any personal property; and

**WHEREAS**, the Acting City Manager and Staff recommend approval;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the above properties are found to be and are condemned as a public nuisance under the provisions of Section 11-87 of the *City of Texarkana, Arkansas, Code of Ordinances*; that the Public Works Department shall provide the owners of record with notices of the condemnations and allow thirty (30) days for repairs or demolition by such property owners; that the Public Works Department is authorized to demolish any of the above-described structures that are not repaired or demolished within the thirty (30) day period after giving the owners at least ten (10) days in which to remove any personal items.

**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

---

Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

---

Joshua L. Potter, City Attorney



**RESIDENTIAL STRUCTURES**

**BOARD OF DIRECTORS MEETING**

**AUGUST 21, 2023**

## Classifications

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A1- Tagged unsafe but could be rehabilitated

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A2- Tagged unsafe and needs moderate repair

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A3- Tagged unsafe and needs major repair

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A4- Tagged unsafe and is collapsed and or burned beyond repair



# 1710 Pearl Street

Legal: E/2 OF LOTS 9 & 10 S-T-R: 29-155-28W

- TAGGED **7/10/2018**
- INVITATION TO BOD MEETING **7/24/2023**
- CLASSIFIED A3 – TAGGED UNSAFE, NEEDS MAJOR REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



# 1721 Pearl Street

Legal: ALL LOT 5 BLOCK/LOT: 061/005  
S-T-R: 29-155-28W

- TAGGED **1/20/2017**
- INVITATION TO BOD MEETING **7/24/2023**
- CLASSIFIED A3 – TAGGED UNSAFE, NEEDS MAJOR REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 2





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the Director of the Parks and Recreation Department to apply for an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage, and Tourism in the amount of \$250,000.00 to construct an all-inclusive playground at the Texarkana Arkansas Recreation Center. (PARKS) Parks and Recreation Director Adam Dalby.

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Parks and Recreation

**PREPARED BY:** Adam Dalby, Parks and Recreation Director

---

**REQUEST:** Adopt a Resolution authorizing the Director of the Parks and Recreation Department to apply for an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage, and Tourism in the amount of \$250,000.00 to construct an all-inclusive playground at the Texarkana Arkansas Recreation Center.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** A resolution authorizing the Director of the Parks and Recreation Department to apply for an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage, and Tourism in the amount of \$250,000.00 to construct an all-inclusive playground at the Texarkana Arkansas Recreation Center.

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**EXPENSE REQUIRED:** \$250,000.00

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**AMOUNT BUDGETED:** \$0

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**APPROPRIATION  
REQUIRED:** \$0

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**EXHIBITS:** Resolution

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the Parks and Recreation Department seeks to construct an all-inclusive playground at the Texarkana, Arkansas Recreation Center and wishes to seek grant funding assistance; and

**WHEREAS**, in order to obtain the funds necessary to construct the playground, it is necessary to obtain a 50/50 Matching Grant from the Arkansas Department of Parks and Tourism's Outdoor Recreation Matching Grant Program in the amount of \$250,000;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the Director of the Parks and Recreation Department is hereby authorized to submit an application to the Arkansas Department of Parks and Tourism for assistance in developing and constructing the all-inclusive playground at the Texarkana, Arkansas Recreation Center.

**PASSED AND APPROVED** this 21st day of August, 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

---

**AGENDA TITLE:** Adopt a Resolution authorizing the Acting City Manager to enter into a contract to purchase Union Elementary School as additional space for the Texarkana, Arkansas Police Department. (TAPD) Police Chief Michael Kramm

**AGENDA DATE:** August 21. 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** TAPD

**PREPARED BY:** Michael Kramm, Police Chief

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**REQUEST:** Purchase Union Elementary School as additional space for TAPD

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Adopt a Resolution authorizing the Acting City Manager to enter into a contract to purchase Union Elementary School as additional space for the Texarkana, Arkansas Police Department in the amount of \$150,000.00 plus any buyers closing costs.

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**EXPENSE REQUIRED:** \$150,000.00 plus any buyers closing costs

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**AMOUNT BUDGETED:** \$150,000.00 (ARPA Funds)

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**APPROPRIATION  
REQUIRED:** \$0.00

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**EXHIBITS:** Resolution, memo, contract, and TASD7 resolution

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the Texarkana, Arkansas Police Department has utilized Union Elementary School as office space and a training area since 2018; and

**WHEREAS**, the Texarkana, Arkansas Police Department needs additional office space to store evidence in a safe manner, training space, workout space, and other uses as needed; and

**WHEREAS**, Texarkana School District No. 7 has offered to sell the property to the City for \$150,000 plus buyer's closing costs; and

**WHEREAS**, \$150,000 is available through the American Rescue Plan Act funds;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas that the Acting City Manager is authorized to enter into a contract with Texarkana, Arkansas School District No. 7 to purchase the Union Elementary School.

**PASSED AND APPROVED** this 21<sup>st</sup> day of August 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



Michael W. Kramm  
Chief of Police

**TEXARKANA POLICE DEPARTMENT**  
**CITY OF TEXARKANA, ARKANSAS**  
P.O. BOX 1885  
TEXARKANA, AR 75504-1885  
(903) 798-3154  
FAX (903) 798-3409  
[www.txkusa.org/arkpolice](http://www.txkusa.org/arkpolice)



Bobby Jordan  
Assistant Chief of Police

**MEMORANDUM**  
**Memo #: 2023-20**

**Date:** 8/11/2023  
**To:** Mayor Brown and Board of Directors  
**From:** Chief Michael W. Kramm  
**Subject:** Union Elementary Purchase

Texarkana Arkansas Police Department has utilized Union Elementary School as office space for several units, including the Drug Task Force, Housing Authority Officers, and Training since 2018. Additionally, our officers have invested in and accumulated fitness equipment, to create a secure environment within the facility to work out before and after work. We use the unique opportunity a school footprint provides to train police officers from around the State of Arkansas in responding to an active shooter situation. Our SWAT Team trains at the location throughout the year, and we host regional training there that brings in revenue to help maintain our police firing range.

Texarkana Arkansas School District has offered to sell Union Elementary and an adjacent parcel of land to the City of Texarkana, Arkansas for \$150,000. The two properties total about 9.3 acres. The District has been offered this amount from another entity wishing to purchase the properties. The city's building official and head of public works have inspected the facility and found it structurally and mechanically sound. The roof is in good shape, the building has fiber throughout, the air conditioners are modern and efficient, and the wings of the building can be isolated from climate control and utilities unless in use, so short-term maintenance and operations expenses should be controllable.

TAPD currently rents an abandoned fire station at the airport as a vehicle maintenance facility for \$33,000 annually. We also retain and preserve more than 25,000 pieces of property as evidence in the basement of the Bi-State building. The Bi-State environment is inadequate for such storage and dozens of pieces of evidence have been damaged due to constant dampness and mildew growth. Our evidence and property manager has suffered health issues due to working daily in these wet conditions. Acquiring Union would allow us to consolidate our property and evidence storage, vehicle maintenance, training and recruiting, narcotics, and housing units in a

single location, and still have room to accommodate office space for other city departments as needed.

I respectfully request the Board of Directors approve the purchase of Union Elementary and the adjacent property. TAPD is the most and best trained police department in Arkansas. We must relentlessly stress the importance of constant learning and professional development for our officers. Society demands such from today's police officers and our citizens deserve nothing less. Owning Union Elementary as a training facility is vital to maintaining our standard of officer development and professional capabilities. Losing it will diminish our ability to maintain the high bar of professionalism we hold so dear.

Respectfully,

Michael W. Kramm



## **REAL ESTATE SALES CONTRACT**

This Real Estate Sales Contract is between Texarkana Arkansas School District #7, an Arkansas school district and body corporate established pursuant to Section 6-13-102 of the Arkansas Code (“Seller”) and the City of Texarkana, Arkansas. (“Purchaser”).

### **ARTICLE 1 PURCHASE AND SALE**

1.01 Seller hereby sells and shall convey, and Purchaser hereby purchases and shall pay for, the tract of land, identified as the Union School campus containing approximately 9.27 acres of land with all improvements including buildings, administration/multi-use building, parking lots and playgrounds, located at 1701 Line Ferry Road in Texarkana, Miller County, Arkansas, as further described in **Exhibit A (“Property”)**. Save and except the Seller’s security cameras, access control equipment, internet equipment, servers and \_\_\_\_\_ in the buildings, which Seller shall remove prior to the close of escrow, this sale and purchase includes all rights and appurtenances pertaining to the Property.

### **ARTICLE 2 PURCHASE PRICE**

#### **Amount and Terms of Payment**

2.01 The total purchase price of the Property is \$150,000.00, payable by Purchaser to Seller at the close of escrow.

### **ARTICLE 3 ESCROW**

#### **Opening of Escrow**

3.01 Seller and Purchaser shall within three (3) business days open an escrow account to consummate the sale of the Property pursuant to the terms of this Real Estate Sales Contract with \_\_\_\_\_ as Escrow Agent. Seller and Purchaser shall also deposit with the Escrow Agent all instruments, documents, and other items required by the Escrow Agent to close the sale of the Property on the closing date.

#### **Closing Date**

3.02 The escrow will close thirty (30) days after the effective date of this contract or on a date mutually agreed upon in writing by Seller and Purchaser.

### **Closing Costs**

- 3.03 Subject to Paragraphs 4.01 and 4.02 of this Real Estate Sales Contract, normal closing costs, including any transfer taxes, the cost of preparing, executing, acknowledging, and recording the grant deed and all other instruments necessary to convey title to the Purchaser, escrow fees, and any similar closing costs will be divided between Seller and Purchaser and Seller and Purchaser shall pay their shares of these normal closing costs as those costs become payable.

### **Vesting of Title**

- 3.05 Purchaser shall advise the Escrow Agent before the close of escrow of the manner in which title will vest.

## **ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS**

### **Title Review**

- 4.01 A survey of the property shall not be required.
- 4.02 Title Company is hereby directed by the parties to produce as soon as reasonably possible, but in no event longer than \_\_\_\_\_ days from the date of execution of this Contract, an initial commitment for title insurance (the "Commitment") describing the land comprising the Property, which description as modified or replaced shall be incorporated into this Contract and used in all documents delivered at Closing and in the Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company. The cost of the Commitment and Title Policy shall be borne by the Seller. The Title Company is directed to provide both parties with a copy of the Commitment, and all revisions made thereto, together with true and legible copies of all items and documents referred to in the Commitment. Purchaser shall have until ten (10) days after receipt of the Commitment (the "Title Review Period") to investigate and review the Commitment, and all related documents and all title issues affecting or regarding the Property, and in the event Purchaser finds any matters or items respecting the Commitment or title of the Property to be objectionable, Purchaser shall during the Title Review Period, notify Seller in writing of such objectionable matters. Purchaser's failure to object to any such matters prior to expiration of the Title Review Period shall constitute a waiver of Purchaser's right to object to matters then revealed by the Commitment, and such waived matters shall be included in the term Permitted Exceptions (hereinafter defined). In the event that Purchaser objects to any matters within the Title Review Period, Seller shall have ten (10) days after the end of the Title Review Period (the "Cure Period") within which to eliminate, cure or address, or agree to eliminate, cure or address, any such matters to the reasonable satisfaction of Purchaser, however, Seller shall not have any obligation whatsoever to attempt to eliminate, cure, modify or address any such objectionable matters, except as hereinafter expressly provided to the contrary. In the event that Seller is unable or unwilling to eliminate or cure any objectionable matters respecting title to the

satisfaction of Purchaser at the expiration of the Cure Period, or at such time Seller is unwilling to agree to eliminate or cure such matters to the satisfaction of Purchaser by the time of Closing, Purchaser shall on or before five (5) days after expiration of the Cure Period (the "Title Acceptance Date"), elect to either (a) waive such objections which Seller has not agreed to cure, and accept title to the Property subject to such matters (and such matters shall then be deemed to constitute part of the Permitted Exceptions), or (b) terminate this Contract and the parties hereto shall have no further obligation or liability to each other hereunder. If Purchaser fails to properly terminate this Contract on or before the Title Acceptance Date it will be conclusively presumed that Purchaser has waived the right to terminate this Contract under this Paragraph for such matters that were revealed by the Commitment and all uncured objectionable matters shall be included in the term Permitted Exceptions, except as to (a) all those matters and items that Seller may have agreed to eliminate or cure by the time of Closing, and (b) matters first revealed on an updated Commitment. As used herein, the term "Permitted Exceptions" means all matters and items that Purchaser either affirmatively approves or is deemed to have approved hereunder. Notwithstanding, and without limiting Purchaser's rights under, any of the foregoing, at any time prior to Closing, Purchaser shall have the right to notify Seller of any objection first appearing on any subsequent or updated Commitment, in which event any such objections will be handled in the same manner as an objection set forth in this Paragraph 4.02. Notwithstanding any contrary provision contained herein, Seller shall be obligated to satisfy, on or before Closing, all monetary liens and encumbrances affecting the Property (or otherwise release the Property from the lien thereof) and in the event Seller fails to accomplish the foregoing as of Closing, Purchaser may elect to terminate the Contract or may direct the Title Company to pay at Closing, from the proceeds of the Purchase Price, such amounts as are necessary to satisfy or release the Property from all such liens.

### **Conditions To Closing**

- 4.03 The close of escrow, the Seller's obligation to convey the Property, and the Purchaser's obligation to purchase the Property pursuant to this Real Estate Sales Contract are subject to the satisfaction of the following conditions:
- (a) The conveyance to Purchaser by general warranty deed of good and indefeasible title to the Property, as evidenced by a current Owner's Title Policy obtained by the Seller and provided to the Purchaser in the full amount of the purchase price, insuring that title to the Property is vested in Purchaser free and clear of all title defects, liens, encumbrances, conditions, restrictions, covenants, and other adverse interests of record or known to the Seller, subject only to the Permitted Exceptions set forth in Paragraph 4.02 above. Seller shall pay for the base Owner's Title Policy, and Purchaser shall pay for any endorsements to the Owner's Title Policy;
  - (b) Buyer obtaining the approval of the transaction contemplated by this Real Estate Sales Contract from the City of Texarkana, Arkansas's Board of Directors;

- (c) Seller obtaining the approval of the transaction contemplated by this Real Estate Sales Contract from the Texarkana Arkansas School District's Board of Directors.

**ARTICLE 5**  
**Default**

- 5.01 If Purchaser fails to close on the Property in accordance with the terms and provisions of this Contract for any reason, or fails to cure any discovered breach hereof or misrepresentation contained herein on or before Closing, except for Seller's default or the termination of this Contract pursuant to a properly exercised right of termination granted to Purchaser herein, Seller may terminate this Contract, and the parties will be released of any further obligations or liability. If Seller fails to close on the Property in accordance with the terms and provisions of this Contract for any reason, other than Seller's refusal or inability to cure title as set forth in Paragraph 4.02 above, or fails to cure any discovered breach hereof or misrepresentation contained herein on or before Closing, except for Purchaser's default or the termination of this Contract pursuant to a properly exercised right of termination granted to Seller herein, Purchaser may terminate this contract, and the parties will be released of any further obligations or liability. The parties acknowledge and agree that the remedies provided for in this Contract are for the mutual convenience of and benefit to all the parties and are supported by adequate and valuable consideration, notwithstanding that they may be entitled to additional and/or greater rights were it not for the provisions of this Paragraph.

**ARTICLE 6**  
**Property "AS IS"**

- 6.01 Purchaser acknowledges that, except for the warranties made in this Real Estate Sales Contract, Purchaser will, upon satisfaction of the conditions to Purchaser's obligations contained in this Real Estate Sales Contract, take title to the Property "AS IS" and in its present condition, status, and state of repair.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**Risk of Loss**

- 7.01 The parties agree that the following provisions govern the risk of loss:
- (a) If, before Seller transfers legal title or possession of the Property to Purchaser, all, or a material part (**defined as 10% of the property and structures to be conveyed**) of the Property is destroyed without the fault of the Purchaser, Seller and Purchaser will have no further obligations to each other, and this Real Estate Sales Contract will be deemed null and void;
  - (b) If, after Seller transfers legal title or possession of the Property to the Purchaser, all or any part of the Property is destroyed without fault of the Seller, Purchaser will not be

relieved of Purchaser's obligation under this Real Estate Sales Contract to pay the full price for the Property, nor is Purchaser entitled to recover any portion of the purchase price that Purchaser has paid; and

### **Insurance**

- 7.02 Subject to Seller's obligations set forth in Paragraph 4.02, Seller may cancel all policies of insurance on the Property as of the close of escrow. Purchaser is responsible for obtaining insurance on the Property as of the close of escrow.

### **Confidentiality**

- 7.03 Seller and Purchaser acknowledge this Contract is subject to the provisions of the Arkansas Freedom of Information Act.

### **Assignment**

- 7.04 Purchaser may not assign this Real Estate Sales Contract without Seller's prior written consent. A valid assignment of this Real Estate Sales Contract will not relieve the Purchaser of any of its obligations set forth in this Real Estate Sales Contract.

### **Time of Essence**

- 7.05 Time is of the essence for this Real Estate Sales Contract

### **Notices**

- 7.06 Any notice, tender, delivery, or other communication pursuant to this Real Estate Sales Contract must be in writing and delivered by personal delivery, mail, facsimile, or other electronic means with verified receipt to the following persons:

(a) If to Seller: Texarkana Arkansas School District, C/O Dr. Becky Kesler, 3435 Jefferson Ave, Texarkana, Arkansas 71854; and

(b) If to Purchaser: The City of Texarkana, Arkansas, C/O Tyrhonda Henderson, Acting City Manager, 216 Walnut Street, Texarkana, Arkansas 71854.

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Paragraph.

If sent by mail, any notice, delivery, or other communication is effectively delivered once deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

### **Entire Agreement**

- 7.07 This Real Estate Sales Contract constitutes the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Real Estate Sales Contract are of no force and effect. Any amendment to this Real Estate Sales Contract will have no force and effect unless it is in writing and signed by the Purchaser and Seller.

### **Attorney's Fees**

- 7.08 If any action or proceeding arising out of or relating to this Real Estate Sales Contract is commenced by either party to this contract or by the Escrow Agent, then as between the Purchaser and the Seller, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

### **Binding Effect**

- 7.09 This Real Estate Sales Contract is binding upon and will inure to the benefit of the parties to this contract and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this contract.

### **Governing Law**

- 7.10 The parties agree that the laws of the State of Arkansas govern any construction or interpretation of the provisions of this Real Estate Sales Contract.

### **Choice of Venue**

- 7.11 The parties agree that any dispute arising under or in connection with this Real Estate Sales Contract are subject to the exclusive jurisdiction of the state courts located in Miller County, Arkansas. The Parties consent to jurisdiction and venue before the state courts located in Miller County, Arkansas.

### **Waiver**

- 7.12 The waiver by any party to this Real Estate Sales Contract of a breach of any provision of this contract is not a continuing waiver or a waiver of any subsequent breach of that or any other duty provision of this contract.

### **Severability**

- 7.13 In the event any provision in this Real Estate Sales Contract is held invalid or otherwise unenforceable, the remaining provisions of this agreement will remain in effect, as if the invalid or enforceable provision had never been included.



**CERTIFIED COPY OF THE RESOLUTION OF THE BOARD OF EDUCATION OF  
TEXARKANA SCHOOL DISTRICT NO. 7 OF MILLER COUNTY  
ADOPTED AT THE BOARD'S MEETING OF  
August 15, 2023**

The Board of Education of Texarkana School District No. 7 of Miller County ("Texarkana, Arkansas School Board" and "TASD") met in a meeting on August 15, 2023, at 6:00 p.m. at the School Administration Office, 3435 Jefferson Avenue, in Texarkana, Arkansas; and,

WHEREAS, the Union School campus is located at 1701 Line Ferry Road, Texarkana, Arkansas, including classroom buildings, administration/multi-use buildings, parking lots and playgrounds, containing 9.27 acres, more or less; and,

WHEREAS the Union School campus is currently classified by the Arkansas Department of Education as an unused or underutilized public school facility; it is not part of the District's long range plans, and would require the expenditure of significant District resources to continue to maintain and secure; and,

WHEREAS, Pursuant to A.C.A. §6-21-816 a petition for waiver was submitted to the Division of Public School Academic Facilities and Transportation of the Arkansas Department of Education seeking a waiver and authority to sell the Union School campus, which request was granted by the Arkansas Department of Education on or about July 19, 2023; and,

WHEREAS, since September 2020 the District has had a lease agreement whereby a portion of the Union School campus has been leased to the City of Texarkana, Arkansas, with the lease providing that in the event the District sells the Union School campus, the City has the option to purchase the Union School buildings, improvements and campus; and,

WHEREAS, The city manager for the City of Texarkana, Arkansas, subject to the approval by the City's Board of Directors, has notified the District of an offer to purchase the Union School building, campus and all improvements located thereon "as is" and in its current condition for the sum of \$150,000.00, less any applicable seller closing costs. The city manager is to seek authority from the City's Board to execute a Real Estate Sales Contract for the purchase of the Union School campus at the upcoming City Board of Directors meeting of August 21, 2023; and,

WHEREAS, in the event the City authorizes the purchase of the Union campus for \$150,000.00, a Real Estate Sales Contract will need to be executed by and between the City of Texarkana Arkansas and the Texarkana Arkansas School District.

BE IT THEREFORE RESOLVED that Dr. Becky Kesler is authorized as Superintendent of Texarkana School District No. 7 of Miller County to negotiate and execute a Real Estate Sales Contract and any and all documents related thereto on behalf of Texarkana Arkansas School District for the sale of the Union School campus, buildings and all improvements located thereon to the City of Texarkana, Arkansas, "as is" in its current condition and status for the sum of \$150,000.00, less all applicable seller closing costs




BE IT FURTHER RESOLVED that upon receipt of the title commitment, survey and closing statement setting forth all closing costs and distributions, final approval for the closing of escrow and the sale and conveyance of the Union School campus to the City of Texarkana, Arkansas for the sum of \$150,000.00, less all allowable seller closing costs, shall be obtained by the Board of Directors of Texarkana Arkansas School District.

Dated this 15th day of August, 2023.

  
\_\_\_\_\_  
Jesse Buchanan, President  
BOARD OF DIRECTORS

**CERTIFICATION**

I, Vickie Lacy, Secretary of the Board of Directors of Texarkana, Arkansas School District No. 7 of Miller County, Arkansas, hereby certify that the above and foregoing resolution was considered and adopted by said Board at a ~~Special Meeting on October 26, 2021.~~ August 15, 2023

  
\_\_\_\_\_  
Vickie Lacy, Secretary  
BOARD OF DIRECTORS



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to allow Central Records & Communication (CRC) to provide record entry and limited record maintenance for small Texas Police Departments for a fee. (CRC) CRC Manager Wendy Herring

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Central Records & Communications

**PREPARED BY:** Wendy Herring, CRC Manager

---

**REQUEST:** Allow CRC to provide record entry and limited record maintenance for the small Texas Police Departments for a fee based on the number of records each agency has.

**EMERGENCY CLAUSE:** YES

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**SUMMARY:** TXDPS has entered records for the small agencies listed on the exhibit for years at no charge. In January 2023, TXDPS informed the agencies that they would no longer provide this service. CRC and New Boston Police Department are currently the only two “entering agencies” in Bowie County and several departments have requested CRC to handle their entries. We believe our fee is fair and equitable and we have the ability to handle these records at no additional expense to CRC.

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**EXPENSE REQUIRED:** No additional expense at this time due to the small number of records.

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**AMOUNT BUDGETED:** \$0

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**APPROPRIATION REQUIRED:** None

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**EXHIBITS:** Ordinance, Fee Chart, and List of Agencies

## ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE ALLOWING CENTRAL RECORDS & COMMUNICATION TO PROVIDE RECORD ENTRY AND LIMITED RECORD MAINTENANCE FOR SMALL TEXAS POLICE DEPARTMENTS; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, Texas Department of Public Safety (TXDPS) previously entered records for small Texas agencies for years at no charge; and

WHEREAS, in January 2023, TXDPS informed those agencies that they would no longer provide the service; and

WHEREAS, Central Records and Communication (CRC) and New Boston, Texas Police Department are the only two “entering agencies” in Bowie County; and

WHEREAS, the attached fees are fair and equitable and CRC has the ability to handle the records at no additional expense; and

WHEREAS, Central Records & Communication staff recommend approval;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the City of Texarkana, Arkansas:

**Section 1:** Central Records & Communication is allowed to provide record entry and limited record maintenance for small Texas Police Departments for a fee.

**Section 2:** This action being necessary for the preservation of the public peace, health and safety, and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

---

Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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Joshua L. Potter, City Attorney

**FEE**

0-15 Records - \$1200 annually/\$100 monthly

16-50 Records – \$3000 annually/\$250 monthly

51-125 Records - \$6000 annually/\$500 monthly

**TYPES OF RECORDS TO BE ENTERED**

Warrants

Missing Persons

Stolen Vehicles (includes trailers)

Stolen/Lost Guns

Stolen Parts

Stolen License Plates

Stolen Boats

**SMALL AGENCIES**

Nash Police Department

Wake Village Police Department

DeKalb Police Department

All the Bowie County Independent School Districts



## Bi-State Criminal Justice Center Central Records and Communications

*Advancing the missions of the Texarkana Police Departments, the  
Texarkana Fire Departments & the Bowie County Sheriff's Office.*

100 North State Line Avenue, Box 15  
Texarkana, Texas 75501-5666  
Main: 903-798-3181  
Fax: 903-793-3664

Wendy Herring, CRC Manager  
wendy.herring@txkusa.org

---

### **FEE**

0-15 Records - \$1200 annually/\$100 monthly

16-50 Records – \$3000 annually/\$250 monthly

51-125 Records - \$6000 annually/\$500 monthly

### **TYPES OF RECORDS TO BE ENTERED**

Warrants

Missing Persons

Stolen Vehicles (includes trailers)

Stolen/Lost Guns

Stolen Parts

Stolen License Plates

Stolen Boats

### **SMALL AGENCIES**

Nash Police Department

Wake Village Police Department

DeKalb Police Department

All of the Bowie County Independent School Districts



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance authorizing the Acting City Manager to enter into a lease-purchase agreement for three (3) Toyota Tacoma trucks for the Texarkana, Arkansas Police Department. (TAPD) Assistant Police Chief Bobby Jordan

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** TAPD

**PREPARED BY:** Bobby Jordan, Assistant Police Chief

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**REQUEST:** Lease (w/purchase) of three (3) Toyota Tacoma's through BJA and DCF narcotics task force grant funding

**EMERGENCY CLAUSE:** YES

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**SUMMARY:** Using grant funding from the Bureau of Justice Assistance and the states Drug Control Fund, we request to enter into a 4-year lease-purchase agreement with ARVEST Bank, for the use of three (3) Toyota Tacoma 4 door trucks to be used as investigators vehicles. At the end of said lease, the vehicles would belong to the City of Texarkana, Arkansas, and would be transferred to the criminal investigation division.

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**EXPENSE REQUIRED:** Approximately \$91,074.00 plus interest

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**AMOUNT BUDGETED:** Fully funded by narcotics operations grants.

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**APPROPRIATION REQUIRED:** Fully funded by narcotics operations grants.

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**EXHIBITS:** Ordinance, ARVEST Lease contract, Bids/Quotes from 3 Toyota Dealerships, DTF Operating Budget

# ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO LEASE-PURCHASE AGREEMENT FOR THREE (3) TOYOTA TACOMA TRUCKS FOR USE IN NARCOTICS INVESTIGATIONS; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Texarkana, Arkansas Police Department (TAPD) is requesting authority for the Acting City Manager to enter into a four-year lease-purchase agreement with ARVEST Bank for three (3) Toyota Tacoma trucks; and

WHEREAS, the expense required is \$91,074.00 plus interest and is fully funded by grants from the Bureau of Justice Assistance and the Arkansas Drug Control Fund; and

WHEREAS, the Grant guidelines allow for the lease, but not the outright purchase of such trucks; and

WHEREAS, the Acting City Manager and Staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas:

**Section 1:** The Acting City Manager is authorized to enter into the agreement with ARVEST Bank for the purposes and in the amounts set forth above.

**Section 2:** This action being necessary for the preservation of the public peace, health and safety, and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.



**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

---

Joshua L. Potter, City Attorney

# Purchase Request Form

Division: **TAPD**

Section: **Narcotics / CID**

Date: **08/21/23**

Quantity	Price	Type of Item	Cost
3		2023 Toyota Tacoma SR	\$91,074.00
		Title and Licensing	\$37.50
		Interest total	\$11,581.20
		Invoice Number	
		Sub total	\$102,692.70
		Shipping, handling, taxes?	
		<b>Total Expense</b>	<b>\$102,692.70</b>

**JAG and DCF Grant Funded 4 year lease. This is the BSNTF's 34th year of grant funded operation. There is no indication that program grant funding will be terminated.**

Funding Source

Vendor: Robbins Toyota  
Address: 6233 Mall Drive  
Nash, Texas 75569  
Purpose: Narcotics Investigators vehicles

Officer : **Bobby Jordan**

Approved: \_\_\_\_\_

Division Commander

**(Are Bids/Justifications Attached?)**

**Comments:** Competitive Bids are included in accordance with city policy.

# ARVEST<sup>®</sup>

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## EQUIPMENT FINANCE

The following is a quote for financing an upcoming equipment purchase for the City of Texarkana, AR. The equipment cost and description is in conjunction Capital Equipment Lease Purchase – 3 Vehicles

Date: Thursday, August 17, 2023

Provided for: City Of Texarkana, AR

Provided by: Doug Phipps

Customer: City Of Texarkana, AR

Customer Location: 216 Walnut ST Texarkana, AR 71854

Equipment Description: 3 Vehicles

Equipment Cost: \$91,500

Residual: N/A

Rate: 5.85% Fixed

Fee: \$450

Contract Type: \$1 Lease Buy Out

The above financing quote assumes the following:

- **PAYMENTS HAVE NO APPLICABLE TAXES ADDED**
- Proposal is pending the review of requested financial information, equipment valuation, and subsequent approval of same.
- All quoted balloons, terms, and pricing subject to credit and asset management review and subject to change.
- Proposal is valid for 90 days.
- Rates are prepared internally.
- Title to be held in *City of Texarkana, AR* for the entirety of the lease contract.

Thank you for the opportunity to provide this finance proposal. There are other financing options available. If after your review, you would like to pursue another alternative, please feel free to contact me via phone at 417-529-3902 or email [dhipps1 @arvest.com](mailto:dhipps1@arvest.com)

Sincerely,  
**Doug Phipps**  
**Director of Munii Finance**

## City Of Texarkana, AR

Computation Interval: Exact Days

Nominal Annual Rate: 5.850%

**Cash Flow Data - Loans and Payments**

Event	Date	Amount	Number	Period	End Date
1 Loan	08/17/2023	91,950.00	1		
2 Payment	09/17/2023	2,156.90	48	Monthly	08/17/2027

**TValue Amortization Schedule - U.S. Rule, 360 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	08/17/2023				91,950.00
1	09/17/2023	2,156.90	463.20	1,693.70	90,256.30
2	10/17/2023	2,156.90	440.00	1,716.90	88,539.40
3	11/17/2023	2,156.90	446.02	1,710.88	86,828.52
4	12/17/2023	2,156.90	423.29	1,733.61	85,094.91
<b>2023 Totals</b>		<b>8,627.60</b>	<b>1,772.51</b>	<b>6,855.09</b>	
5	01/17/2024	2,156.90	428.67	1,728.23	83,366.68
6	02/17/2024	2,156.90	419.96	1,736.94	81,629.74
7	03/17/2024	2,156.90	384.68	1,772.22	79,857.52
8	04/17/2024	2,156.90	402.28	1,754.62	78,102.90
9	05/17/2024	2,156.90	380.75	1,776.15	76,326.75
10	06/17/2024	2,156.90	384.50	1,772.40	74,554.35
11	07/17/2024	2,156.90	363.45	1,793.45	72,760.90
12	08/17/2024	2,156.90	366.53	1,790.37	70,970.53
13	09/17/2024	2,156.90	357.51	1,799.39	69,171.14
14	10/17/2024	2,156.90	337.21	1,819.69	67,351.45
15	11/17/2024	2,156.90	339.28	1,817.62	65,533.83
16	12/17/2024	2,156.90	319.48	1,837.42	63,696.41
<b>2024 Totals</b>		<b>25,882.80</b>	<b>4,484.30</b>	<b>21,398.50</b>	
17	01/17/2025	2,156.90	320.87	1,836.03	61,860.38
18	02/17/2025	2,156.90	311.62	1,845.28	60,015.10
19	03/17/2025	2,156.90	273.07	1,883.83	58,131.27
20	04/17/2025	2,156.90	292.84	1,864.06	56,267.21
21	05/17/2025	2,156.90	274.30	1,882.60	54,384.61
22	06/17/2025	2,156.90	273.96	1,882.94	52,501.67
23	07/17/2025	2,156.90	255.95	1,900.95	50,600.72
24	08/17/2025	2,156.90	254.90	1,902.00	48,698.72

City Of Texarkana, AR

	Date	Payment	Interest	Principal	Balance
	25 09/17/2025	2,156.90	245.32	1,911.58	46,787.14
	26 10/17/2025	2,156.90	228.09	1,928.81	44,858.33
	27 11/17/2025	2,156.90	225.97	1,930.93	42,927.40
	28 12/17/2025	2,156.90	209.27	1,947.63	40,979.77
<b>2025 Totals</b>		<b>25,882.80</b>	<b>3,166.16</b>	<b>22,716.64</b>	
	29 01/17/2026	2,156.90	206.44	1,950.46	39,029.31
	30 02/17/2026	2,156.90	196.61	1,960.29	37,069.02
	31 03/17/2026	2,156.90	168.66	1,988.24	35,080.78
	32 04/17/2026	2,156.90	176.72	1,980.18	33,100.60
	33 05/17/2026	2,156.90	161.37	1,995.53	31,105.07
	34 06/17/2026	2,156.90	156.69	2,000.21	29,104.86
	35 07/17/2026	2,156.90	141.89	2,015.01	27,089.85
	36 08/17/2026	2,156.90	136.47	2,020.43	25,069.42
	37 09/17/2026	2,156.90	126.29	2,030.61	23,038.81
	38 10/17/2026	2,156.90	112.31	2,044.59	20,994.22
	39 11/17/2026	2,156.90	105.76	2,051.14	18,943.08
	40 12/17/2026	2,156.90	92.35	2,064.55	16,878.53
<b>2026 Totals</b>		<b>25,882.80</b>	<b>1,781.56</b>	<b>24,101.24</b>	
	41 01/17/2027	2,156.90	85.03	2,071.87	14,806.66
	42 02/17/2027	2,156.90	74.59	2,082.31	12,724.35
	43 03/17/2027	2,156.90	57.90	2,099.00	10,625.35
	44 04/17/2027	2,156.90	53.53	2,103.37	8,521.98
	45 05/17/2027	2,156.90	41.54	2,115.36	6,406.62
	46 06/17/2027	2,156.90	32.27	2,124.63	4,281.99
	47 07/17/2027	2,156.90	20.87	2,136.03	2,145.96
	48 08/17/2027	2,156.90	10.94	2,145.96	0.00
<b>2027 Totals</b>		<b>17,255.20</b>	<b>376.67</b>	<b>16,878.53</b>	
<b>Grand Totals</b>		<b>103,531.20</b>	<b>11,581.20</b>	<b>91,950.00</b>	

Last interest amount increased by 0.13 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>5.940%</b>	<b>\$11,581.20</b>	<b>\$91,950.00</b>	<b>\$103,531.20</b>



**ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
JUSTICE ASSISTANT GRANT PROGRAM (JAG) AND  
STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT**

**2021-22 BUDGET REQUEST FORM - DRUG CRIME FUND**

<b>APPLICANT:</b>		<b>BI State (8th South) Narcotics Task Force</b>		
<b>PROJECT TITLE (Law Enforcement)</b>		Multi-Jurisdictional Drug and Crime Task Forces		
<b>BUDGET SUMMARY</b>		<b>FUNDS REQUESTED</b>	<b>LOCAL MATCH 20% REQUIRED**</b>	<b>TOTAL</b>
				<b>MATH CALCULATION FOR REQUESTED AMOUNT</b>
<p><b>A. SALARY:</b> List all positions for which funding is sought, include positions to be used as match. Include the number of hours worked per week, the salary rate, as well as a brief description of the job duties to be performed by each position in the budget narrative. (Please indicate if Contractual.)</p>				
Lt. Zach White	\$0.00	\$19,284.00	\$19,284.00	\$36.38 per hour X 530.08 hours = \$19,284.00 match
Sgt. Kyle Caudle	\$47,376.00	\$8,460.00	\$55,836.00	\$32.32 per hour x 1465.89 hours = \$47,376.00 , Contractual Services \$33.84 x 250 hours = \$8,460.00 match
Sgt. Matt Warner or TAPD Investigator	\$45,080.00	\$8,050.00	\$53,130.00	\$31.49 per hour x 1431.57 hours = \$45,080.00 , Contractual Services \$32.20 x 250 hours = \$8,050.00 match
Inv. Matt Hensley or MCSO Deputy	\$41,267.00	\$0.00	\$41,267.00	\$19.84 per hour x 2080 hours = \$41,267.20 Contractual Services
Secretary Keith Barr	\$18,550.00	\$0.00	\$18,550.00	450 Hours x \$19.00 hour = \$8,550.00 Contractual Services
Position 6/Name of Personnel	\$0.00	\$0.00	\$0.00	
Position 7/Name of Personnel	\$0.00	\$0.00	\$0.00	
Position 8/Name of Personnel	\$0.00	\$0.00	\$0.00	
Position 9/Name of Personnel	\$0.00	\$0.00	\$0.00	
<b>TOTAL SALARY</b>	<b>\$142,273.00</b>	<b>\$35,794.00</b>	<b>\$178,067.00</b>	
<p><b>B. MANDATED BENEFITS:</b> Mandated Benefits include FICA, Worker's Compensation and State Unemployment. FICA is calculated at 7.65% of total salary. Worker's Compensation and State Unemployment rates are determined by the respective agencies. (3% is the maximum amount of State Unemployment to be reimbursed)</p>				
FICA @ 7.65% X total salary	\$0.00	\$0.00	\$0.00	
Worker's Compensation for all Positions @ %	\$0.00	\$0.00	\$0.00	
State Unemployment @ % of first \$10000 of salary x number of positions	\$0.00	\$0.00	\$0.00	
Item Name	\$0.00	\$0.00	\$0.00	
<b>TOTAL MANDATED BENEFITS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<p><b>C. EMPLOYER BENEFITS:</b> Include all other benefits offered to employees through group policies held by the applicant (e.g., health insurance, retirement, etc.). <u>Payments made directly to employees are not an allowable cost.</u> The grant will not pay an employer match to any health insurance benefit at a rate of more than \$450 (the State's current match for insurance). Retirement benefits will not be reimbursed at a rate above the current state retirement benefit of 15.32%.</p>				
Health Insurance TAPD X 2 employees	\$8,400.00	\$0.00	\$8,400.00	12 months @ \$700.00 per month (\$350.00 each) = \$8,400.00
Health Insurance MCSO X 1 employee	\$4,200.00	\$0.00	\$4,200.00	12 months @ \$350.00 per month = \$4,200.00
Item Name	\$0.00	\$0.00	\$0.00	
Item Name	\$0.00	\$0.00	\$0.00	
<b>TOTAL EMPLOYER BENEFITS</b>	<b>\$12,600.00</b>	<b>\$0.00</b>	<b>\$12,600.00</b>	
<p><b>D. MAINTENANCE AND OPERATIONS:</b> Include items essential to the effective implementation of activities identified within this proposal (e.g., communications/telephone, vehicle maintenance/fuel, office supplies, utilities/internet, insurances, security services, etc.)</p>				
Item Name	\$0.00	\$0.00	\$0.00	
Item Name	\$0.00	\$0.00	\$0.00	
Item Name	\$0.00	\$0.00	\$0.00	



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
 JUSTICE ASSISTANT GRANT PROGRAM (JAG) AND  
 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT

2021-22 BUDGET REQUEST FORM - DRUG CRIME FUND

<b>APPLICANT:</b>	<b>Bi State (8th South) Narcotics Task Force</b>		
<b>PROJECT TITLE (Law Enforcement)</b>	Multi-Jurisdictional Drug and Crime Task Force		
<b>Item Name</b>	\$0.00	\$0.00	\$0.00
<b>Item Name</b>	\$0.00	\$0.00	\$0.00
<b>Item Name</b>	\$0.00	\$0.00	\$0.00
<b>Item Name</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL MAINTENANCE AND OPERATIONS</b>	\$0.00	\$0.00	\$0.00



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
 JUSTICE ASSISTANT GRANT PROGRAM (JAG) AND  
 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT

2021-22 BUDGET REQUEST FORM - DRUG CRIME FUND

APPLICANT:	Bi State (8th South) Narcotics Task Force
PROJECT TITLE (Law Enforcement)	Multi-Jurisdictional Drug and Crime Task Forces

**E. SMALL EQUIPMENT:** List non-expendable items to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years. (Maximum Amount Per Item is \$1500.00) Contact DFA-IGS prior to requesting equipment items.

Nikon Z50 Digital Camera	\$0.00	\$0.00	\$0.00
Item Name	\$0.00	\$0.00	\$0.00
Item Name	\$0.00	\$0.00	\$0.00
Item Name	\$0.00	\$0.00	\$0.00
<b>TOTAL SMALL EQUIPMENT</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**F. PROFESSIONAL/CONTRACT SERVICES:** Include any professional service needed to ensure success of the project (i.e. vehicle lease, office rent/storage, consultants-CPA, Accounting/Bookkeeping, etc.) For each consultant enter the name, service to be provided and hourly fee. Estimate time worked on the project. If Contract Services is used for PERSONNEL - use the Personnel/Salary Category, but list as Contractual Services.

Investigators vehicles x 3	\$24,098.00	\$0.00	\$24,098.00	\$24,098.00 @ 12 months @ 2000.166 per month narcotics investigators vehicle lease
Item Name	\$0.00	\$0.00	\$0.00	
Item Name	\$0.00	\$0.00	\$0.00	
Item Name	\$0.00	\$0.00	\$0.00	
Item Name	\$0.00	\$0.00	\$0.00	
<b>TOTAL PROFESSIONAL/CONTRACT SERVICES</b>	<b>\$24,098.00</b>	<b>\$0.00</b>	<b>\$24,098.00</b>	

**G. TRAVEL/TRAINING:** Itemize travel expenses of project personnel by purpose. Training for personnel (IN STATE ONLY). OUT OF STATE TRAVEL/TRAINING MUST BE APPROVED BY IGS.

Item Name	\$0.00	\$0.00	\$0.00
Item Name	\$0.00	\$0.00	\$0.00
Item Name	\$0.00	\$0.00	\$0.00
<b>TOTAL TRAVEL/TRAINING</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**H. OTHER COST:**

Item Name	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>TOTAL BUDGET REQUESTED</b>	<b>\$178,971.00</b>	<b>\$35,794.00</b>	<b>\$214,765.00</b>
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\*\*The 20% Required Local Match Is Not Per Line Item But A Percentage of the Total Amount Requested





ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
 JUSTICE ASSISTANT GRANT PROGRAM (JAG) AND  
 STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT

2021-22 BUDGET REQUEST FORM - DRUG CRIME FUND

<b>APPLICANT:</b>	Bi State (8th South) Narcotics Task Force
<b>PROJECT TITLE (Law Enforcement)</b>	Multi-Jurisdictional Drug and Crime Task Forces

BUDGET SUMMARY	FUNDS REQUESTED	LOCAL MATCH 20% REQUIRED**	TOTAL
SALARY/PERSONNEL	\$142,273.00	\$35,794.00	\$178,067.00
MANDATED BENEFITS	\$0.00	\$0.00	\$0.00
EMPLOYER BENEFITS	\$12,600.00	\$0.00	\$12,600.00
MAINTENANCE AND OPERATIONS	\$0.00	\$0.00	\$0.00
SMALL EQUIPMENT	\$0.00	\$0.00	\$0.00
PROFESSIONAL/CONTRACT SERVICES	\$24,098.00	\$0.00	\$24,098.00
TRAVEL/TRAINING	\$0.00	\$0.00	\$0.00
OTHER	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$178,971.00</b>	<b>\$35,794.00</b>	<b>\$214,765.00</b>

*Rhonda Henderson* AUTHORIZED OFFICIAL (AO) 7/20/23 DATE

[rhonda.henderson@tkusa.org](mailto:rhonda.henderson@tkusa.org)  
 (870) 779-4954

*Rhonda Henderson* FISCAL OFFICER (FO) 7/20/23 DATE

[rhonda.henderson@tkusa.org](mailto:rhonda.henderson@tkusa.org)  
 (870) 779-4954



**Robbins Toyota**

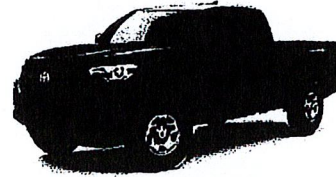
6233 Mall Drive  
Nash TX 75569  
903-794-5121

4

# 2023 TACOMA

Tacoma SR

Model: 7186  
VIN: 3TYAX5GNXPT085035  
Stock: N/A  
Engine: 2.7L 4-Cyl. Engine  
Transmission: 6-Speed Automatic Transmission



EXTERIOR  
Black

INTERIOR  
Cement Gray Fabric

### PRICE

Vehicle Base Model (MSRP *)	\$29,080.00
Factory Installed Packages & Accessories	\$230.00
Dealer Installed Packages & Accessories	\$1,499.00
Delivery Processing and Handling	\$1,495.00
<b>Total Price</b>	<b>\$32,304.00</b>

### FUEL ECONOMY



$\$ 30,358$   
 + TML  
 48mo 3.99% 754  
 60mo 4.99% 631

### INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
SR Convenience Package	FIO	\$230.00
SR Convenience Package—includes remote keyless entry.		
Vehicle Fueling (4 gal)	LIO	\$0.00
PDS - with Texas State Inspection	LIO	\$0.00
PreInstalled Robbins Advantage	DIO	\$1,499.00
ROBBINS TOYOTA PRE-INSTALLED PACKAGE: WINDOW TINT DOOR EDGE GUARDS DOOR CUPS NITROGEN TIRES ALL WEATHER MATS.		
<b>Total Optional Equipment</b>		<b>\$1,729.00</b>
Vehicle Base Model		\$29,080.00
Delivery Processing and Handling		\$1,495.00

### FEATURES

## Mechanical & Performance

- 2.7-liter DOHC 16-valve 4-cylinder with VVT-i; 159 hp @ 5200 rpm; 180 lb.-ft. @ 3800 rpm
- Hill Start Assist Control (HAC)
- Coil-spring double-wishbone front suspension and stabilizer bar; leaf spring rear suspension with staggered outboard-mounted gas shock absorbers and stabilizer bar
- One-piece frame rails with eight cross members and fully boxed front sub-frame
- Power-assisted ventilated front disc brakes; rear drum brakes with tandem booster and Star Safety System™
- Engine: 2.7L 4-Cyl. Engine
- Weight Rating: 5600 lbs
- Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- Variable-assist power rack-and-pinion steering
- 6-speed Electronically Controlled automatic Transmission with intelligence (ECT-i)
- Low Emission Vehicle III (LEV-III)
- Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- 6-Speed Automatic Transmission

## Exterior

- Dark gray grille with black surround, and color-keyed heated power outside mirrors, door handles and rear bumper
- 16-in. styled steel wheels with P245/75R16 tires
- Sliding rear glass with privacy glass
- Integrated color-keyed tailgate spoiler
- Deck rail system with four adjustable tie-down cleats and four fixed cargo bed tie-down points
- Projector-beam headlights with turn Daytime Running Lights (DRL)
- 5-ft. Short Bed
- Fiber-reinforced Sheet-Molded Composite (SMC) inner bed with steel outer panels, storage compartments and rail caps, with easy lower, lockable and removable tailgate
- Variable intermittent windshield wipers with mist cycle
- Skid plate(s): on engine/front suspension

## Interior

- Urethane tilt/telescopic steering wheel with audio controls
- Manual day/night rearview mirror
- Analog instrumentation with speedometer, tachometer, coolant temperature and fuel gauges; 4.2-in. color Multi-Information Display (MID) with outside temperature, odometer, tripmeters and average fuel economy
- Three total USB ports: one USB media port, two USB charge ports
- Air conditioning
- Fabric-trimmed seats; 4-way adjustable driver's seat with lumbar support; 4-way adjustable front passenger seat
- Power windows and door locks

## Audio Multimedia

- Audio—includes 7-in. touchscreen, six speakers, Android Auto™ & Apple CarPlay® compatible, hands-free phone capability and music streaming via Bluetooth® wireless technology, SiriusXM® with 3-month Platinum Plan trial subscription. See [toyota.com/audio-multimedia](http://toyota.com/audio-multimedia) for details. S

## ToyotaCare

- No cost maintenance \$0 (NO COST)
- 24-hour Roadside Assistance \$0 (NO COST)

## Safety & Convenience

- Tire Pressure Monitor System (TPMS)
- Driver and front passenger seat-mounted side airbags, driver and front passenger knee airbags and front and rear Roll-sensing Side Curtain Airbags (RSCA)
- Engine immobilizer
- Star Safety System™—includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS) with Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Driver and front passenger Advanced Airbag System
- Child-protector rear door locks
- Toyota Safety Sense™ P : Pre-Collision System w/Pedestrian Detection, Dynamic Radar Cruise Control, Lane Departure Alert, Automatic High Beams
- Driver and front passenger active headrests
- LATCH (Lower Anchors and Tethers for Children) includes lower anchors for front passenger seats on Access Cab and outboard rear seats on Double Cab

## Connected Services

- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot. Subscription required after trial. 4G network dependent. Up to 3-month/2 GB trial subscription

6

- Safety Connect® — includes Emergency Assistance button, enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. 1-year trial subscription

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\*2023 Manufacturer's Suggested Retail Price, excludes the Delivery, Processing and Handling Fee, taxes, license, title and available or regionally required equipment. Actual Dealer price may vary. Pricing, specifications, fuel economy, standard features and available equipment are based on information available when this page was produced and subject to change without notice.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

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Create Date: 07/12/2023



# TOYOTA

## John Harvey Toyota

2901 Benton Road  
Bossier City LA 71111  
318-741-1337

## 2023 TACOMA

Tacoma SR

Model: 7186

VIN: 3TYAX5GN1PT084825

Stock: N/A

Engine: 2.7L 4-Cyl. Engine

Transmission: 6-Speed Automatic Transmission



EXTERIOR  
Black

INTERIOR  
Cement Gray Fabric

### PRICE

Base MSRP *	\$29,430.00
Factory Installed Packages & Accessories	\$230.00
Distributor Installed Packages & Accessories	\$5,151.00
Delivery Processing and Handling	\$1,495.00
<b>Total Price</b>	<b>\$36,306.00</b>

### FUEL ECONOMY



*TT+L*

*\$32,307 + TT+L*

### INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
SR Convenience Package <small>SR Convenience Package—includes remote keyless entry.</small>	FIO	\$230.00
<b>Truck Sport Series Off-Road SP Ed Pkg- Black</b> <small>Truck Sport Series Off-Road Special Edition - Black Package Includes: 17" Matte Black Alloy Wheels Upgraded All-Terrain Tire (replaces standard wheels and tires) Black Textured Step Tube Black Tailgate insert Black Exhaust Tip All Weather Floor Liners TSS Off-Road Bed Decal.</small>	LIO	<b>\$3,999.00</b>
Vehicle Fueling (4 gal)	LIO	\$0.00
PDS - Pre Delivery Services	LIO	\$0.00
Cargo Bed Light <small>Cargo Bed Light.</small>	LIO	\$179.00
Connectivity Kit <small>Connectivity Kit includes 3 main components. Dual USB Car Charger to convert your vehicle's cigarette lighter into two 2.4A power sources. 2 USB 2.0 cables to support the majority of mobile and tablet devices on the market today</small>	LIO	\$75.00
Power Tailgate Lock <small>Power Tailgate Lock provides peace of mind and helps prevent theft. Simply push the button on the factory provided key fob to conveniently lock and unlock the tailgate along with the passenger doors.</small>	LIO	\$299.00

*Package Removed*

Vehicle Protection Premium Package	LIO	\$599.00
The Vehicle Protection Premium Package provides a number of elements to help protect your vehicle from ultra-violet rays, chemical detergents, and pollutants. It includes: Paint Renewer Cleaner Paint Sealant Fabric Guard Paint Protection Film (including partial hood coverage) (application may vary by model).		
<b>Total Optional Equipment</b>		<b>\$5,381.00</b>
<b>Vehicle Base Model</b>		<b>\$29,430.00</b>
<b>Delivery Processing and Handling</b>		<b>\$1,495.00</b>

## FEATURES

### Mechanical & Performance

- 2.7-liter DOHC 16-valve 4-cylinder with VVT-i; 159 hp @ 5200 rpm; 180 lb.-ft. @ 3800 rpm
- One-piece frame rails with eight cross members and fully boxed front sub-frame
- Variable-assist power rack-and-pinion steering
- Hill Start Assist Control (HAC)
- Coil-spring double-wishbone front suspension and stabilizer bar; leaf spring rear suspension with staggered outboard-mounted gas shock absorbers and stabilizer bar
- Engine: 2.7L 4-Cyl. Engine
- Weight Rating: 5600 lbs
- Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- Low Emission Vehicle III (LEV-III)
- 6-speed Electronically Controlled automatic Transmission with intelligence (ECT-i)
- Power-assisted ventilated front disc brakes; rear drum brakes with tandem booster and Star Safety System™
- Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- 6-Speed Automatic Transmission

### Exterior

- Projector-beam headlights with turn Daytime Running Lights (DRL)
- 16-in. styled steel wheels with P245/75R16 tires
- 5-ft. Short Bed
- Integrated color-keyed tailgate spoiler
- Variable intermittent windshield wipers with mist cycle
- Dark gray grille with black surround, and color-keyed heated power outside mirrors, door handles and rear bumper
- Sliding rear glass with privacy glass
- Fiber-reinforced Sheet-Molded Composite (SMC) inner bed with steel outer panels, storage compartments and rail caps, with easy lower, lockable and removable tailgate
- Deck rail system with four adjustable tie-down cleats and four fixed cargo bed tie-down points
- Skid plate(s) on engine/front suspension

### Interior

- Urethane tilt/telescopic steering wheel with audio controls
- Manual day/night rearview mirror
- Analog instrumentation with speedometer, tachometer, coolant temperature and fuel gauges; 4.2-in. color Multi-Information Display (MID) with outside temperature, odometer, tripmeters and average fuel economy
- Power windows and door locks
- Fabric-trimmed seats; 4-way adjustable driver's seat with lumbar support, 4-way adjustable front passenger seat
- Air conditioning
- Three total USB ports; one USB media port, two USB charge ports

### Audio Multimedia

- Audio—includes 7-in. touchscreen, six speakers, Android Auto™ & Apple CarPlay® compatible, hands-free phone capability and music streaming via Bluetooth® wireless technology. SiriusXM® with 3-month Platinum Plan trial subscription. See [toyota.com/audio-multimedia](http://toyota.com/audio-multimedia) for details. S

### ToyotaCare

- No cost maintenance: \$0 (NO COST)
- 24-hour Roadside Assistance: \$0 (NO COST)

### Safety & Convenience

- Tire Pressure Monitor System (TPMS)
- Driver and front passenger seat-mounted side airbags, driver and front passenger knee airbags and front and rear Roll-sensing Side Curtain Airbags (RSCA)
- Engine immobilizer
- Toyota Safety Sense™ P.1 Pre-Collision System w/Pedestrian Detection, Dynamic Radar Cruise Control, Lane Departure Alert, Automatic High Beams
- LATCH (Lower Anchors and Tethers for Children) includes lower anchors for front passenger seats on Access Cab and outboard rear seats on Double Cab
- Child-protector rear door locks
- Driver and front passenger Advanced Airbag System
- Driver and front passenger active headrests
- Star Safety System™—includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS) with Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)

## Connected Services

- Wi-Fi Connect — includes AT&T Wi-Fi hotspot. Subscription required after trial. 4G network dependent. Up to 3-month/2 GB trial subscription
- Safety Connect® — includes Emergency Assistance button, enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. 1-year trial subscription
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription

\* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling Fee of \$1,095 for Cars (GR86, Camry, Camry HV, Corolla, Corolla HV, Corolla HB, GR Corolla, Mirai, Prius, Prius Prime, GR Supra, Toyota Crown), \$1,335 for SUV/ Van/Small Truck (4Runner, Corolla Cross HV, Grand Highlander, Grand Highlander HV, Highlander, Highlander HV, RAV4, RAV4 HV, RAV4 Prime, Sienna, Tacoma, Venza, bZ4X), \$1,595 for Large SUVs (Sequoia), and \$1,795 for Large Truck (Tundra and Tundra Hybrid). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

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Sarah



# TOYOTA

## John Harvey Toyota

2901 Benton Road  
Bossier City LA 71111  
318-741-1337

## 2023 TACOMA

Tacoma SR

Model: 7186

VIN: 3TYAX5GN1PT084825

Stock: N/A

Engine: 2.7L 4-Cyl. Engine

Transmission: 6-Speed Automatic Transmission



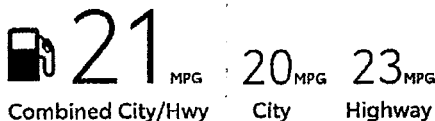
EXTERIOR  
Black

INTERIOR  
Cement Gray Fabric

### PRICE

Base MSRP *	\$29,430.00
Factory Installed Packages & Accessories	\$230.00
Distributor Installed Packages & Accessories	\$5,151.00
Delivery Processing and Handling	\$1,495.00
<b>Total Price</b>	<b>\$36,306.00</b>

### FUEL ECONOMY



*Plus TT+L*

### INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
SR Convenience Package SR Convenience Package—includes remote keyless entry.	FIO	\$230.00
Truck Sport Series Off-Road SP Ed Pkg- Black Truck Sport Series Off-Road Special Edition - Black Package Includes: 17" Matte Black Alloy Wheels Upgraded All-Terrain Tire (replaces standard wheels and tires) Black Textured Step Tube Black Tailgate insert Black Exhaust Tip All Weather Floor Liners TSS Off-Road Bed Decal.	LIO	\$3,999.00
Vehicle Fueling (4 gal)	LIO	\$0.00
PDS - Pre Delivery Services	LIO	\$0.00
Cargo Bed Light Cargo Bed Light.	LIO	\$179.00
Connectivity Kit Connectivity Kit includes 3 main components: Dual USB Car Charger to convert your vehicle's cigarette lighter into two 2.4A power sources, 2 USB 2.0 cables that support the majority of mobile and tablet devices on the market today.	LIO	\$75.00
Power Tailgate Lock Power Tailgate Lock provides peace of mind and helps prevent theft. Simply push the button on the factory-provided key fob to conveniently lock or unlock the tailgate, along with the passenger doors.	LIO	\$299.00





# TOYOTA

**Landers Toyota**

10825 Colonel Glenn Road

Little Rock AR 72204

501-568-5800

## 2023 TACOMA

Tacoma SR

Model: 7186

VIN: 3TYAX5GN4PT084821

Stock: N/A

Engine: 2.7L 4-Cyl. Engine

Transmission: 6-Speed Automatic Transmission



**EXTERIOR**  
Magnetic Gray Metallic

**INTERIOR**  
Cement Gray Fabric

### PRICE

Base MSRP *	\$29,430.00
Factory Installed Packages & Accessories	\$230.00
Distributor Installed Packages & Accessories	\$698.00
Delivery Processing and Handling	\$1,495.00
<b>Total Advertised Price</b>	<b>\$31,853.00</b>

### FUEL ECONOMY



### INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
SR Convenience Package SR Convenience Package—includes remote keyless entry.	FIO	\$230.00
Vehicle Protection Package The Vehicle Protection Package includes: Paint Renewer Cleaner Paint Sealant Fabric Guard.	LIO	\$399.00
Power Tailgate Lock Power Tailgate Lock provides peace of mind and helps prevent theft. Simply push the button on the factory-provided key fob to conveniently lock and unlock the tailgate along with the passenger doors.	LIO	\$299.00
Vehicle Fueling (4 gal)	LIO	\$0.00
PDS - Pre Delivery Services	LIO	\$0.00
Lemon Law Book	LIO	\$0.00
<b>Total Optional Equipment</b>		<b>\$928.00</b>
Vehicle Base Model		\$29,430.00
Delivery Processing and Handling		\$1,495.00

### FEATURES

## Mechanical & Performance

- 2.7-liter DOHC 16-valve 4-cylinder with VVT-i; 159 hp @ 5200 rpm; 180 lb.-ft. @ 3800 rpm
- One-piece frame rails with eight cross members and fully boxed front sub-frame
- Variable-assist power rack-and-pinion steering
- Hill Start Assist Control (HAC)
- Coil-spring double-wishbone front suspension and stabilizer bar; leaf spring rear suspension with staggered outboard-mounted gas shock absorbers and stabilizer bar
- Engine: 2.7L 4-Cyl. Engine
- Weight Rating: 5600 lbs
- Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- Low Emission Vehicle III (LEV-III)
- 6-speed Electronically Controlled automatic Transmission with intelligence (ECT-i)
- Power-assisted ventilated front disc brakes; rear drum brakes with tandem booster and Star Safety System™
- Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)
- 6-Speed Automatic Transmission

## Exterior

- Projector-beam headlights with turn Daytime Running Lights (DRL)
- 16-in. styled steel wheels with P245/75R16 tires
- 5-ft. Short Bed
- Integrated color-keyed tailgate spoiler
- Variable intermittent windshield wipers with mist cycle
- Dark gray grille with black surround, and color-keyed heated power outside mirrors, door handles and rear bumper
- Sliding rear glass with privacy glass
- Fiber-reinforced Sheet-Molded Composite (SMC) inner bed with steel outer panels, storage compartments and rail caps, with easy lower, lockable and removable tailgate
- Deck rail system with four adjustable tie-down cleats and four fixed cargo bed tie-down points
- Skid plate(s): on engine/front suspension

## Interior

- Urethane tilt/telescopic steering wheel with audio controls
- Manual day/night rearview mirror
- Analog instrumentation with speedometer, tachometer, coolant temperature and fuel gauges; 4.2-in. color Multi-Information Display (MID) with outside temperature, odometer, tripmeters and average fuel economy
- Power windows and door locks
- Fabric-trimmed seats; 4-way adjustable driver's seat with lumbar support; 4-way adjustable front passenger seat
- Air conditioning
- Three total USB ports: one USB media port, two USB charge ports

## Audio Multimedia

- Audio—includes 7-in. touchscreen, six speakers, Android Auto™ & Apple CarPlay® compatible, hands-free phone capability and music streaming via Bluetooth® wireless technology, SiriusXM® with 3-month Platinum Plan trial subscription. See [toyota.com/audio-multimedia](http://toyota.com/audio-multimedia) for details. S

## ToyotaCare

- No cost maintenance \$0 (NO COST)
- 24-hour Roadside Assistance \$0 (NO COST)

## Safety & Convenience

- Tire Pressure Monitor System (TPMS)
- Driver and front passenger seat-mounted side airbags, driver and front passenger knee airbags and front and rear Roll-sensing Side Curtain Airbags (RSCA)
- Engine immobilizer
- Toyota Safety Sense™ P: Pre-Collision System w/Pedestrian Detection, Dynamic Radar Cruise Control, Lane Departure Alert, Automatic High Beams
- LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors for front passenger seats on Access Cab and outboard rear seats on Double Cab
- Child-protector rear door locks
- Driver and front passenger Advanced Airbag System
- Driver and front passenger active headrests
- Star Safety System™—includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS) with Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)

## Connected Services

- Wi-Fi Connect — includes AT&T Wi-Fi hotspot Subscription
- Service Connect — receive personalized maintenance updates

required after trial. 4G network dependent. Up to 3-month/2 GB trial subscription

- Safety Connect\* — includes Emergency Assistance button, enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. 1-year trial subscription

and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription

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\* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling Fee of \$1,095 for Cars (GR86, Camry, Camry HV, Corolla, Corolla HV, Corolla HB, GR Corolla, Mirai, Prius, Prius Prime, GR Supra, Toyota Crown), \$1,335 for SUV/ Van/Small Truck (4Runner, Corolla Cross HV, Grand Highlander, Grand Highlander HV, Highlander, Highlander HV, RAV4, RAV4 HV, RAV4 Prime, Sienna, Tacoma, Venza, bZ4X), \$1,595 for Large SUVs (Sequoia), and \$1,795 for Large Truck (Tundra and Tundra Hybrid). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

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# TOYOTA

**Landers Toyota**  
 10825 Colonel Glenn Road  
 Little Rock AR 72204  
 501-568-5800

## 2023 TACOMA

Tacoma SR



Model: 7186  
 VIN: 3TYAX5GN4PT084821  
 Stock: N/A  
 Engine: 2.7L 4-Cyl Engine  
 Transmission: 6-Speed Automatic Transmission

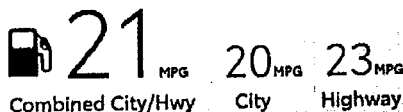
**EXTERIOR**  
 Magnetic Gray Metallic

**INTERIOR**  
 Cement Gray Fabric

### PRICE

Base MSRP *	\$29,430.00
Factory Installed Packages & Accessories	\$230.00
Distributor Installed Packages & Accessories	\$698.00
Delivery Processing and Handling	\$1,495.00
<b>Total Advertised Price</b>	<b>\$31,853.00</b>

### FUEL ECONOMY



+ FEE'S

### INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
SR Convenience Package	FIO	\$230.00
SR Convenience Package—includes remote keyless entry		
Vehicle Protection Package	LIO	\$399.00
The Vehicle Protection Package includes Paint Renewer Cleaner Paint Sealant Fabric Guard		
Power Tailgate Lock	LIO	\$299.00
Power Tailgate Lock provides peace of mind and helps prevent theft. Simply push the button on the factory-provided key fob to conveniently lock and unlock the tailgate along with the passenger doors		
Vehicle Fueling (4 gal)	LIO	\$0.00
PDS - Pre Delivery Services	LIO	\$0.00
Lemon Law Book	LIO	\$0.00
<b>Total Optional Equipment</b>		<b>\$928.00</b>
<b>Vehicle Base Model</b>		<b>\$29,430.00</b>
<b>Delivery Processing and Handling</b>		<b>\$1,495.00</b>

### FEATURES

**TAPD-Jordan, Bobby**

---

**From:** Jonathan Gibson <jgibson@orrtoyota.com>  
**Sent:** Thursday, August 17, 2023 3:56 PM  
**To:** TAPD-Jordan, Bobby  
**Subject:** Re: FW: Bobby Jordan - Texarkana

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

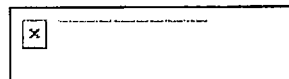
I can get you a (7186) 2023 Tacoma Sr 2wd. with the 2.7 L. 5ft bed. for \$36,195.

On Thu, Aug 17, 2023 at 8:26 AM TAPD-Jordan, Bobby <jordan@txkusa.org> wrote:

Good morning, sir. I was checking to see if you were able to put a quote together on the Tacomas? Thank you

**From:** TAPD-Jordan, Bobby  
**Sent:** Wednesday, August 16, 2023 4:21 PM  
**To:** [jgibson@orrtoyota.com](mailto:jgibson@orrtoyota.com)  
**Subject:** Bobby Jordan - Texarkana

--  
**Jonathan Gibson**  
Client Manager at Orr Toyota



---

(501) 520-0000 |



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**APPROPRIATION**            \$0.00  
**REQUIRED:**

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**EXHIBITS:**                    Resolution, High Tech Sign Quote and Whatley Sign Company Quote

## ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE WAIVING COMPETITIVE BIDDING; AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH HIGHTECH SIGNS FOR THE FRONT STREET STAGE SIGN; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, there is a need for a sign to adorn the Front Street Stage in the Front Street Festival Plaza; and

WHEREAS, Hightech Signs submitted a quote of \$38,581.99 and Whatley Sign Company submitted a quote of \$30,493.25; and

WHEREAS, the Public Works Department has chosen Hightech Signs proposal because they are able to complete the project in a timely manner, as Whatley Sign Company would not be able to start the project until November; and

WHEREAS, the \$38,581.99 was budgeted and is available; and

WHEREAS, the Public Works Department is requesting competitive bidding be waived in order to facilitate the completion of the project in a timely manner;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas:

**Section 1:** The competitive bidding practices contemplated by applicable law and ordinance are waived and the Acting City Manager is authorized to enter into a construction contract with Hightech Signs for the purposes and in the amounts set forth above.

**Section 2:** This action being necessary for the preservation of the public peace, health and safety, and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.



**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

---

Joshua L. Potter, City Attorney

**Whatley Industries**

1109 E. 51st Street  
Texarkana, AR 71854  
+1 8707732139  
info@whatleysign.com  
whatleyindustries.com



**Estimate**

ADDRESS  
Tyler Richards  
City of Texarkana AR  
400 Front Street  
Texarkana, Ar. 71854

ESTIMATE 23-0563  
DATE 08/16/2023  
EXPIRATION DATE 09/16/2023

REPRESENTATIVE  
Billy White

ESTIMATE DESCRIPTION	QTY	RATE	AMOUNT
Fabrication - Signage - Fabrication of non-lighted aluminum signage (4' x50' and a 45"x70') with mounting brackets as per provided artwork	1	24,300.00	24,300.00T
Installation - Signage - Installation of the above sign on the existing structure - Signage to be mounted to the steel beam on front of the awning above stage	1	4,000.00	4,000.00T
SUBTOTAL			28,300.00
TAX			2,193.25
TOTAL			<b>\$30,493.25</b>

Accepted By

Accepted Date



# Quotation

Double S Signs, LLC  
3502 New Boston Road ♦ Texarkana, Texas 75501  
903-838-8999 ♦ 903-831-5042 Fax  
www.HightechSignsTXK.com ♦ TSCL 18954

Prepared For: City of Texarkana Arkansas  
Address: 216 Walnut St  
City / State / Zip: Texarkana, AR 71854  
Contact: Tyler Richards Title: Dir Public Works  
E-Mail: tyler.richards@txkusa.org

Quote Number:  
Date: 6-30-29  
Telephone: (870) 779-4975  
Fax:  
Cell:

**PROJECT LOCATION:** Front Street Stage

**PROJECT SCOPE & SPECIFICATIONS:**

Produce and install one (1) top ID sign panel for the new Front Street Plaza Stage.  
The sign will be 48" tall x 50' long.  
The sign will be mounted to a steel frame installed to the roof of the stage.

Produce and install one (1) Top Sponsor Sign Panel  
The sign will be 45" tall x 68' long.  
The sign will be mounted to a steel frame installed on the I Beam across the stage

The sign panels will be aluminum composite with digitally printed graphics on high performance vinyl covered with UV inhibiting laminate. The estimated life span of the signs is 7+ years.

Price is subject to change based upon a final site inspection and final artwork.

Price does not include permits or permit procurement fees.

Extra sealant may be required. We will seal all holes but we do not include any guaranties against leaks.

Price is for the ID sign panel only. Does not include sponsor signs.

*ELECTRICAL SERVICE to sign location, LANDLORD APPROVAL and ZONING VARIANCES are the responsibility of the customer. Primary sign circuit, if required, must terminate in an approved enclosure within five (5) feet of sign location. All circuits must be in compliance with the National Electrical Code (NEC) and carry no other load.*

Signature of Owner or Authorized Agent

\_\_\_\_\_  
.1025  
Printed Name

\_\_\_\_\_  
Date

Project Cost:	\$	34995
Graphic Design & Set-Up:	\$	0
Estimated Permit Fees:	\$	0
Estimated Shipping:	\$	0
Total:	\$	34995
Sales Tax:	\$	3586.9875
<b>TOTAL PROJECT COST:</b>	<b>\$</b>	<b>38581.9875</b>
Required Deposit:	\$	-19291
<b>Balance Due Upon Completion:</b>	<b>\$</b>	<b>19290.9875</b>

Quotation is valid for **FIFTEEN (15) DAYS** from above date. Payment form is CASH or CHECK. We may withdraw this quotation and/or correct clerical errors at any time.  
I have the authority and hereby authorize Hightech Signs to perform the work herein set forth. I recognize that aged and deteriorated sign cabinets, structures, faces and appurtenances may no longer be serviceable, and I agree to hold Hightech Signs harmless for any damage or destruction to those items as a result of normal installation or repair efforts. I agree to pay for all work, goods and services received. If payment is not made as agreed, Hightech Signs has the right to remove parts, equipment and materials without being held responsible for any damages resulting from the removal of such equipment. Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; www.license.state.tx.us/complaints.

**CITY OF TEXARKANA, ARKANSAS**

45" (HEIGHT) x 68'-0" (WIDTH)  
ALUMINUM SPONSOR PANEL

OPTION C



**HIGHTECH  
SIGNS**

3502 New Boston Road  
Texarkana, Texas 75501  
903-838-8999  
Fax 903-831-5042

**HightechSignsTXK.com**



**PROJECT SCOPE**

**SIGN SPECIFICATIONS**

**CITY OF TEXARKANA,  
ARKANSAS**

**ACCOUNT REP: RUSSELL SPARKS  
DATE: 8/4/2023**

**REVISIONS / NOTES**

**CUSTOMER APPROVAL**

Customer is responsible for accuracy of all content. Your signature is required before production can begin and indicates final approval of all specifications, text, colors and dimensions. Every attempt has been made to closely match 3M vinyl films and/or PANTONE colors. An exact color match is not guaranteed due to printing limitations, environmental factors and/or other characteristics that may change how color is perceived. Approval prints not returned within thirty (30) days will be automatically cancelled and subject to charges for art time and materials.

**AUTHORIZED SIGNATURE**

**PRINTED NAME**

**DATE**

**PAGE: 1 OF 1**

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Texarkana, Texas

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**QUANTITY: ONE (1) SET**



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to amend the *City of Texarkana, Arkansas, Code of Ordinances* to include an alcohol beverage permit for hotels/motels and restaurants. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other

**DEPARTMENT:** Finance Department

**PREPARED BY:** TyRhonda Henderson, Finance Director

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**REQUEST:** To amend the *City of Texarkana, Arkansas, Code of Ordinances* to include an alcohol beverage permit for hotels/motels and restaurants.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** To amend the *City of Texarkana, Arkansas, Code of Ordinances* to include the following business license fee schedule:

Liquor on Premises Consumption – Hotel or Motel Permit

Hotel or Motel having 50 through 99 rooms = \$375

Hotel or Motel having 100 or more rooms = \$750

Liquor on Premises Consumption – Restaurant Permit

Restaurant with seating capacity of 50 through 99 = \$375

Restaurant with seating capacity of 100 or more = \$750

These business license fees are set at a rate ½ of what the State charges. These business licenses will be dated January 1<sup>st</sup> of the current year through December 31<sup>st</sup> of the same year.

A supplemental tax of 5% will be levied on the gross proceeds derived from the preparation and serving of liquors and mixed drinks for on premises consumption and to go/delivery with the purchase of a meal. The breakdown of the 5% supplemental tax levy is as follows:

1.5% Police Pension Fund

1.5% Fire Pension Fund

2.0% City General Fund

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**EXPENSE REQUIRED:** \$0

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**AMOUNT BUDGETED:** \$0

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**APPROPRIATION  
REQUIRED:** \$0

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**EXHIBITS:** Ordinance

# ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE AMENDING ARTICLE 3 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES*; AND FOR OTHER PURPOSES

**WHEREAS**, in order to update certain provisions of Article 3 of the current *City of Texarkana, Arkansas, Code of Ordinances*, (the “Code”), including updating statutory references and including provisions as related to certain State-issued permits and permittees for on-premises consumption other than via private club permits, it is in the best interest of the City and necessary to amend said Article 3 of the Code as hereinafter set forth; and

**WHEREAS**, the Acting City Manager and staff recommend approval;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Directors of the City of Texarkana, Arkansas:

**Section 1.** The following Sections of the Code are amended as stated:

**Sec. 3-1. State law and rules of revenue commissioner adopted.** The existing paragraph of Section 3-1 of the Code is hereby designated as paragraph (a) of such section, and the following sentence is added as paragraph (b) of such section:

(b) The provisions of this Chapter 3 apply to the extent not in conflict with the laws of the State of Arkansas.

**Sec. 3-5. – Soliciting or accepting orders for delivery.** The existing paragraph is deleted.

**Sec. 3-121. Definition.**

Section 3-121 of the Code is deleted and the restated as follows: “In this article, “private club” shall include persons licensed for “on premises consumption” of alcoholic beverages in accordance with Ark. Code Ann. Sec. 3-9-201, et seq.”

**Sec. 3-122. Permit.**

The reference to “A.C.A. § 48-1410(b)(2)” in Section 3-122 of the Code hereby updated to “Ark. Code Ann. Sec. 3-9-223 or any successor or successors thereto.” Further in said Section 3-122 “two hundred and fifty dollars (\$250.00) to the city collector” is amended and restated to be “three hundred and seventy five dollars (\$375.00) for hotels or motels having 50 to 99 rooms, seven hundred and fifty dollars

(\$750.00) for hotels or motels having 100 or more rooms, three hundred seventy five dollars (\$375.00) for restaurants with seating capacity of 50 to 99 persons, and seven hundred and fifty dollars (\$750.00) for restaurants with seating capacity of 100 or more persons[.]”

**Sec. 3-124. Closing of Premises.**

In Section 3-124 of the Code, “persons and vehicles” is hereby amended to be “patrons[.]”

**Sec. 3-141. Levied.**

To coincide with actual practices and state law requirements, “ten (10) per cent” in Section 1-141 of the Code is amended to be “five (5) percent[.]” The reference to “Ark. Stats. section 48-1410(b)(2)” (*sic*) in Section 3-141 of the Code is hereby updated to “Ark. Code Ann. Sec. 3-9-223 or any successor or successors thereto.”

**Sec. 3-142. Records; returns; payment.**

The tax levied under this article shall be due and payable on the first day of each month by any person liable for the payment of any tax due hereunder, and, for the purpose of ascertaining the amount of tax payable hereunder, it shall be the duty of all taxpayers to deliver to the city, upon forms prescribed, returns showing the total combined gross receipts or gross proceeds derived during the preceding calendar month. Such returns shall show such further information as the city may require, to enable the city tax collector to compute correctly and collect the tax herein levied. The tax shall be computed by multiplying the tax rate times the amount of total combined gross receipts or gross proceeds derived during the preceding month. Such taxpayer shall compute and remit to the city collector the required tax due for the preceding calendar month, the remittance, or remittances of the tax to accompany the returns herein required. It shall be the duty of every taxpayer required to make a return and pay any tax under this article to keep and preserve suitable records of such gross receipts or gross proceeds as may be necessary to determine the amount of tax due hereunder and which will substantiate and prove the accuracy of such returns. In the event the taxpayer fails to maintain or preserve such proper records, the city collector shall be empowered to arbitrarily assess, upon such information as is available to his office, the amount of tax due by the taxpayer. The burden of proof of refuting such assessment as set up by city collector shall be upon the taxpayer.

**Sec. 3-143. Failure to make timely payments.**

For those tax returns and remittances under this article which are not paid by the twentieth day of the month when due, a twenty-five (25) per cent penalty shall be levied against the unpaid balance owing. If the taxpayer fails to pay the tax and penalty when due, the city collector shall file a certificate in the miscellaneous records of the circuit clerk certifying that the taxpayer therein named is indebted to the city for the

tax established by the city collector to be due, the name of the tax and the date that the tax was due and owing.

**Section 3-144. Use of Proceeds.**

The chart in Section 3-144 of the Code is deleted and replaced with the following:

5 % =	1.5% Police Pension Fund
	1.5% Fire Pension Fund
	2.0% City General Fund

**Section 2.** The following is hereby added to the code as Chapter 3, Article V:

**ARTICLE V. – ON PREMISES PERMITEE OTHER THAN PRIVATE CLUBS  
DIVISION 1. - GENERALLY**

**Sec. 3-161. Definition and Authorization.**

- (a) In this article, "On Premises Permittee" shall include persons licensed for "on premises consumption" of alcoholic beverages in accordance with of Ark. Code Ann. 3-9-203(d), or its successor(s), excluding private clubs.
- (b) Pursuant to the authority contained in Ark. Code Ann. 3-9-203(d), the sale of alcoholic beverages for on-premises consumption is authorized.

**Sec. 3-162. Permit.**

- (a) Pursuant to the authority of Ark. Code Ann. 3-9-214, or its successor(s), all On Premises Permittees, as described in section 3-161 hereinabove and which are located within the city limits, shall pay, and it is hereby levied an annual permit fee of maximum amount allowed by Ark. Code Ann. 3-9-214, or its successor(s), to the City. The permit fees are as follows: three hundred and seventy-five dollars (\$375.00) for hotels or motels having 50 to 99 rooms, seven hundred and fifty dollars (\$750.00) for hotels or motels having 100 or more rooms, three hundred seventy-five dollars (\$375.00) for restaurants with seating capacity of 50 to 99 persons, and seven hundred and fifty dollars (\$750.00) for restaurants with seating capacity of 100 or more persons. All such On Premises Permittees operating in the city without such permit shall be guilty of a misdemeanor and shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day that an On Premises Permittee operates without such a permit shall constitute a separate offense.
- (b) These fees are in addition to any other state or local permits, or license fees required in order to sell beer, wine or other alcoholic beverages or any license



fees imposed on persons dispensing or serving alcoholic beverages at On Premises Permittees, beer taverns or other alcoholic beverage permittees.

**Sec. 3-163. Unlawful to serve or permit the consumption of alcoholic beverages between certain hours.**

It shall be unlawful for the owner, operator, or any employee of an On Premises Permittee to serve or permit the consumption of mixed drinks, beer or wine on the premises of said On Premises Permittee between the hours of 2:00 a.m. and 7:00 a.m. on any day. Any person convicted of violating this section shall be punished by a fine of five hundred dollars (\$500.00) for each violation; and, for second and subsequent convictions of this section involving the same On Premises Permittee, the local permit required by section 3-162 shall also be suspended for a number of days equivalent to the total number of convictions involving said On Premises Permittee. During such suspension, it shall be unlawful for the owner, operator, or any employee of such On Premises Permittee to mix, serve, or permit the consumption of alcoholic beverages on the premises of said On Premises Permittee. Any person convicted of serving or permitting the consumption of alcoholic beverages at an On Premises Permittee for which the local permit has been suspended shall be punished by a fine of five hundred dollars (\$500.00) for each violation.

**Sec. 3-164. Closing of premises.**

No On Premises Permittee shall remain open more than thirty (30) minutes after the excluded hours of sale/consumption of alcoholic beverages on the premises begins. Thereafter, the premises shall and must remain closed and locked (or, in the case of parking facilities, cleared of patrons) to all persons except for employees of the club who clean or perform other necessary work in and about the premises or who supervise such work during such prohibited hours, and no person other than such employees shall be permitted to remain on the premises.

**Sec. 3-165. Prohibited acts.**

It shall be unlawful for an On Premises Permittee located within the corporate limits of the city, or for any employee, agent, servant, officer, official, manager, operator, or owner thereof:

- (1) To fail to close, lock and secure the premises as required by section 3-164; or to be open to any person, patron, or customer or permit any person who is not a bona fide employee, manager, supervisor, officer, official, operator or owner of the On Premises Permittee to be on the premises of the establishment or club after the establishment has closed as provided in section 3-164; or
- (2) To mix, sell, deliver, serve, allow, permit, suffer, facilitate, authorize, dispense, distribute, or otherwise tolerate the consumption of alcoholic beverages by any person on the premises of the On Premises Permittee during prohibited hours.

**Sec. 3-166. Penalties.**

Persons violating sections 3-164 or 3-165 shall be punished by a fine of five hundred dollars (\$500.00) for each violation; and, for second and subsequent convictions of the section involving the same On Premises Permittee, the local permit required by section 3-162 shall also be suspended for a number of days equivalent to the total number of convictions involving said club. During such suspension, it shall be unlawful for the owner, operator, or any employee of such On Premises Permittee to mix, serve, or permit the consumption of alcoholic beverages on the premises of said On Premises Permittee. Any person convicted of serving or permit the consumption of alcoholic beverages at an On Premises Permittee for which the local permit has been suspended shall be punished by a fine of five hundred dollars (\$500.00) for each violation.

**Secs. 3-167—3-180. Reserved.**

**DIVISION 2. TAX**

**Sec. 3-181. Levied.**

Pursuant to the authority of Ark. Code Ann. 3-9-214, or its successor, there is hereby levied for the benefit of the city a tax of five per cent (5%) on the gross proceeds or gross receipts derived by On Premises Permittees from the sale of alcoholic beverages. This tax shall be in lieu of any other special taxes at the retail level on the gross proceeds or gross receipts of the sale of alcoholic beverages by the On Premises Permittee. Any taxes levied under this Section may be passed on to the consumer.

**Sec. 3-182. Records; returns; payment.**

The tax levied under this article shall be due and payable on the first day of each month by any person liable for the payment of any tax due hereunder, and, for the purpose of ascertaining the amount of tax payable hereunder, it shall be the duty of all taxpayers to deliver to the city, upon forms prescribed, returns showing the total combined gross receipts or gross proceeds derived during the preceding calendar month. Such returns shall show such further information as the city may require, to enable the city tax collector to compute correctly and collect the tax herein levied. The tax shall be computed by multiplying the tax rate times the amount of total combined gross receipts or gross proceeds derived during the preceding month. Such taxpayer shall compute and remit to the city collector the required tax due for the preceding calendar month, the remittance, or remittances of the tax to accompany the returns herein required. It shall be the duty of every taxpayer required to make a return and pay any tax under this article to keep and preserve suitable records of such gross receipts or gross proceeds as may be necessary to determine the amount of tax due hereunder and which will substantiate and prove the accuracy of such returns. In the

event the taxpayer fails to maintain or preserve such proper records, the city collector shall be empowered to arbitrarily assess, upon such information as is available to his office, the amount of tax due by the taxpayer. The burden of proof of refuting such assessment as set up by city collector shall be upon the taxpayer.

**Sec. 3-183. Failure to make timely payments.**

For those tax returns and remittances under this article which are not paid by the twentieth day of the month when due, a twenty-five (25) per cent penalty shall be levied against the unpaid balance owing. If the taxpayer fails to pay the tax and penalty when due, the city collector shall file a certificate in the miscellaneous records of the circuit clerk certifying that the taxpayer therein named is indebted to the city for the tax established by the city collector to be due, the name of the tax and the date that the tax was due and owing.

**Sec. 3-184. Use of proceeds.**

The taxes collected hereunder shall be used for general purposes and shall be distributed to various city funds in accordance with the following formula:

5 % =	1.5% Police Pension Fund
	1.5% Fire Pension Fund
	2.0% City General Fund

**Section 3.** Except as specifically amended herein, the Code remains in full force and effect.

**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance authorizing the Acting City Manager to accept the amendment of the City's 401(a) retirement plans with Mission Square (formerly ICMA) for noncivil service employees. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Finance Department

**PREPARED BY:** TyRhonda Henderson, Finance Director

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**REQUEST:** N/A

**EMERGENCY CLAUSE:** Yes

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**SUMMARY:** The City entered into an agreement with ICMA to manage the retirement plan and assets for the 401(a)-retirement plan for noncivil service employees with Ordinance No. M-50. Since then, the name of the company has changed to Mission Square. With Ordinance No. 26-2023, the City defined the qualification of retirement as 20 years of service or age 60 with 10 years of service. The purpose of this ordinance is to amend the plans to comply with the definition of retirement as defined by the City.

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**EXPENSE REQUIRED:** \$0

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**AMOUNT BUDGETED:** \$0

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**APPROPRIATION  
REQUIRED:** \$0

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**EXHIBITS:** Ordinance, Amendment to ICMA retirement plan

# ORDINANCE NO. \_\_\_\_\_

## **AN ORDINANCE AUTHORIZING THE ACTING CITY MANAGER TO ACCEPT THE AMENDMENT OF THE CITY'S 401(A) RETIREMENT PLANS WITH MISSION SQUARE FOR NONCIVIL SERVICE EMPLOYEES; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Texarkana, Arkansas, entered into an agreement with ICMA to manage the retirement plan and assets for the 401(a)-retirement plan for noncivil service employees with Ordinance No. M-50; and

**WHEREAS**, since the passing of that Ordinance, the name of the company has changed to Mission Square; and

**WHEREAS**, with Ordinance No. 26-2023, the City defined the qualification of retirement as 20 years of service or age 60 with 10 years of service and

**WHEREAS**, it is necessary to amend the plans to comply with the definition of retirement as defined by the City; and

**WHEREAS**, the Acting City Manager and staff recommend approval;

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Directors of the City of Texarkana, Arkansas:

**Section 1:** The Acting City Manager is authorized to accept the attached amendment to the City's 401(a) retirement plans with Mission Square for noncivil service employees.

**Section 2:** This action being necessary for the preservation of the public peace, health and safety, and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

---

Joshua L. Potter, City Attorney



July 25, 2023

Rachel Hopkins  
City of Texarkana  
P.O Box 2711  
Texarkana, TX 75504-2711

Re: City of Texarkana (Plan ID: PLAN ID: 109800)

Dear Valued Client,

Thank you for your recent request to amend the above-mentioned plan's document(s). We've attached a draft of an amended version, including your request to:

- Update Normal Retirement Age – section IV. page 3

**The amended document is effective August 1, 2023. To complete the process, please review and sign the amended document(s) via DocuSign.** Alternatively, you may sign and return the document(s) using one of the methods below.

**Email to:**

MSQPLND@DSTSYSTEMS.com

**Mail to:**

MissionSquare Plan Services  
P.O. Box 219320  
Kansas City, MO 64121-9320

Please Note: The amended document supersedes prior versions; however, you should retain prior versions should the Internal Revenue Service ever request a copy. These documents are important legal documents and should be carefully reviewed with your legal counsel prior to adoption.

After receipt of the executed document(s), a copy of the document(s) will be posted to your plan sponsor website. Our recordkeeping system won't be updated to reflect your changes until your signed and dated document is returned.

If you have any questions, please contact your Retirement Plan Account Manager at (800) 326-7272. Thank you for entrusting us with your retirement plan administration. We look forward to continuing to serve you.

Sincerely,

MissionSquare Plan Services

Enclosures

**ICMA Retirement Corporation**  
doing business as

**MissionSquare Retirement  
Governmental Money  
Purchase Plan  
Adoption Agreement**

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**MissionSquare**  
RETIREMENT





# MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 109800

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF TEXARKANA  
\_\_\_\_\_ (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

## New Plan or Amendment and Restatement (Check One):

### Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

CITY OF TEXARKANA

**Effective Date of Restatement.** The effective date of the Plan shall be:

08/01/2023

*(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

### New Plan

**Effective Date of New Plan.** The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: \_\_\_\_\_

*(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

## I. EMPLOYER: CITY OF TEXARKANA

*(The Employer must be a governmental entity under Internal Revenue Code § 414(d))*

## II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

\_\_\_\_\_  
\_\_\_\_\_

*(Note provision and effective date.)*

## III. PLAN YEAR

The Plan Year will be:

January 1 – December 31 (**Default**)

The 12 month period ending \_\_\_\_\_  
Month Day

**IV. Normal Retirement Age shall be age \_\_\_\_\_ (not less than 55 nor in excess of 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

**In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age An employee who has 20 years of service or has reached age 60 with 10 years of service may retire in the eyes of the City.**

*Important Note to Employers:* Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

**V. COVERED EMPLOYMENT CLASSIFICATIONS**

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) City Manager & Executive Management

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

**Note:** As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (“N/A” is the default provision under the Plan if no selection is made.)

Yes. The required Period of Service shall be \_\_\_\_\_ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

Yes. Age \_\_\_\_\_ (not to exceed age 21).

N/A – No minimum age applies (“N/A” is the default provision under the Plan if no selection is made.)

**VI. CONTRIBUTION PROVISIONS**

**1. The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required  are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes  No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes  No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 2 % of Earnings,

ii. \$ \_\_\_\_\_, or

iii. a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pickup is required if Option A is not selected)

Yes      No     (*"Yes" is the default provision under the Plan if no selection is made.*)

C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 0 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

**Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

<sup>1</sup>Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

**[ ] Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is [ ] more or [ ] less.

**[ ] Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

**[ ] Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is [ ] more or [ ] less.

- 3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[ ] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

- 4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[ ] Weekly [X] Biweekly [ ] Monthly [ ] Annually in \_\_\_\_\_ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly     Biweekly     Monthly     Annually in \_\_\_\_\_ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

Yes     No    (*“Yes” is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes     No    (*“No” is the default provision under the Plan if no selection is made.*)

## VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

Yes     No    (*“No” is the default provision under the Plan if no selection is made.*)

2. Bonuses

Yes     No    (*“No” is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)
- 

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

Yes     No    (*“Yes” is the default provision under the Plan if no selection is made.*)

**IX. LIMITATION ON ALLOCATIONS**

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) \_\_\_\_\_

2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_

**X. VESTING PROVISIONS**

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

<b>Period of Service Completed</b>	<b>Percent Vested</b>
Zero	100%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

**XI. WITHDRAWALS AND LOANS**

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
- Normal Retirement Age
- 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
- Alternate age (after Normal Retirement Age): \_\_\_\_\_
- Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
- Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
- Yes  No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
- Yes  No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
- Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

**XII. SPOUSAL PROTECTION**

The Plan will provide the following level of spousal protection (select one):

1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)



**XIII. FINAL PAY CONTRIBUTIONS**

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Final Pay shall be defined as (select one):**

A. Accrued unpaid vacation

B. Accrued unpaid sick leave

C. Accrued unpaid vacation and sick leave

D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

\_\_\_\_\_

**1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

**2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XIV. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Accrued Leave shall be defined as (select one):**

A. Accrued unpaid vacation

B. Accrued unpaid sick leave

C. Accrued unpaid vacation and sick leave

D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

\_\_\_\_\_

**1. Employer Accrued Leave Contribution.** The Employer shall contribute as follows

(choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant \_\_\_\_\_% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

**2. Employee Designated Accrued Leave Contribution**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute \_\_\_\_\_% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

**XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

**EMPLOYER SIGNATURE & DATE**

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.

**For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:**

MissionSquare Retirement  
777 N. Capitol St. NE Suite 600  
Washington, DC 20002  
800-326-7272

52582-0621-W1304

## **MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement**

The Employer hereby adopts and designates this Trust ("the Trust" ) to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

**I. Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.

**II. Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.

- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
- (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.
- (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
- (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case maybe, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

**III. Taxes and Expenses.** All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

**IV. Payment of Benefits.** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

**V. Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.

**VI. Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Employer & Trustee: City of Texarkana ("the Employer")

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date:     /     /      
(M) (D) (Y)

52582-0621-W2777

**ORDINANCE NO. 26-2023**

**AN ORDINANCE AMENDING THE CITY OF  
TEXARKANA, ARKANSAS PERSONNEL  
POLICY, INCLUDING WITHOUT LIMITATION  
ORDINANCE NO. K-570, AS AMENDED; AND  
FOR OTHER PURPOSES**

**WHEREAS**, pursuant to Ordinance No. K-570, the Personnel Policy for the City of Texarkana, Arkansas, was adopted and, thereafter, has been amended, updated, and restated from time to time; and

**WHEREAS**, the Personnel Policy Committee recommends the Personnel Policy be amended; and

**WHEREAS**, the Acting City Manager and staff recommend approval;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Directors of the City of Texarkana, Arkansas, that:

**SECTION 1.** The language contained in Section 2.17 of the Personnel Policy is deleted and hereby restated as follows:

**Residency Policy:**

The City requires that any employee who is required to be “on-call” or who is subject to being called out for emergency duty of any type, shall live within an area in which the employee can respond to an emergency call to duty within thirty (30) minutes in accordance with (ACA 14-53-113).

**SECTION 2.** The language contained in Section 4.02(J) of the Personnel Policy is deleted and hereby restated as follows:

**(J) Catastrophic Leave Bank:**

The purpose of the Catastrophic Leave Bank as adopted by Ordinance L-287 is to allow eligible participating employees who have exhausted all available leave balances to receive additional leave benefits for extended absences upon submission of a properly documented application. For questions, please contact the Personnel Office or visit the City's website at <https://cityoftexarkanaar.com>.



**SECTION 3.** The language contained in Section 4.10 of the Personnel Policy is deleted and hereby restated as follows:

**The following are official holidays for City employees:**

New Year's Eve	December 31st
New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Friday prior to Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas	December 25 <sup>th</sup>
Birthday	Birthday Month

Holidays falling on Saturday will be observed on the preceding Friday; holidays falling on Sunday are observed on the following Monday. When an employee reports in sick on the day before or the day after a holiday, a signed sick slip may be required before payment for the holiday is made.

In circumstances where a conflict exists between employee requests, departmental divisional seniority shall apply. Vacation shall not be approved when it interferes with normal operations of the City or will reduce staffing below levels acceptable to the department head or the City Manager.

Birthdays must be taken during the month the birthday occurs and be approved by the department head or supervisor.

Holiday pay is given to all regular, full-time employees, provided they worked on the last scheduled workday prior to, and next scheduled workday after the holiday, or had prior approval from the department head to take annual leave. Employees on annual or sick leave during a holiday period will receive holiday pay for authorized holidays. Employees on leave without pay status do not receive pay for holidays. Employees called in to work in emergency situations on a holiday will receive double pay for the hours worked.

For departments which operate 24 hours a day, seven days a week, the department head will adjust the holiday leave schedule for non-Civil Service employees, according to the departmental work schedule.

The appropriation made by the City Board of Directors for salaries, will include additional pay for holidays for all eligible employees of the City including, but not limited to, Civil Service employees, as provided by the laws of the State of Arkansas.

**Police:**

All law enforcement officers, regardless of their titles, employed by cities of the first class, shall be compensated for all legal holidays established by the governing body of the municipality. This compensation shall be based on the law enforcement officer's daily rate of pay and in addition to the regular pay schedule. This compensation may be included within the officer's base pay. This compensation shall be prorated and paid during the regular payroll periods, or paid in one lump sum annually, on a date in December designated by the municipality. (ACA 14-52-105)

**Fire:**

All firefighters employed by cities of the first class shall be compensated for all legal holidays established by the governing body of the municipality. This compensation shall be based on the firefighters' daily rate of pay and in addition to the regular pay schedule. This compensation may be included within the firefighters' base pay. This compensation shall be prorated and paid during the regular payroll periods, or paid in one lump sum annually, on a date in December designated by the municipality. (ACA 14-53-106)

All matters in question on leave will be at the City Manager's discretion and in accordance with State and Federal laws.

**SECTION 4.** The heading of Section 4.12 of the Personnel Policy is amended to read **OCCUPATIONAL INJURIES/TRAUMATIC EVENT COUNSELING** and the following is added to the existing language:

**Traumatic Event Counseling**

The City shall provide coverage for licensed counseling for a public safety employee who experiences a traumatic event while in the course of duty according to Act 537 HB 1302.

The coverage under subdivision (b)(1) shall allow for up to twelve (12) licensed counseling visits per calendar year. The City shall pay for the licensed counseling visits. The licensed counseling visits may be provided through telehealth.

Additional information may be obtained from the Personnel Office.

**SECTION 5.** The language contained in Section 4.13 of the Personnel Policy regarding Non-Civil Service employees is deleted and hereby restated as follows:

**Non-Civil Service:**

Texarkana Arkansas Public Employees Retirement System (TAPERS):

The City administers a defined benefit plan for non-Civil Service regular hourly full-time employees. Employees hired before July 1, 2002, who are not covered under any other plan, are eligible for participation in this plan. The City contributes ten percent of the employees' salary to the plan; the participating employees must contribute two percent of compensation to this plan. Employees with 10 years' service are fully vested. This is a closed-end plan, and no new participants will be enrolled in this plan effective July 1, 2012.

ICMA-RC Deferred Compensation Plans:

An employee transitioned from the TAPERS retirement system on July 1, 2012, will be enrolled in a 401(a) plan administered by the International City Management Association Retirement Corporation. If an employee has an accrued benefit in TAPERS, the benefit will be frozen and will not accrue any additional amount as of July 1, 2012. The benefit will earn vesting credit with increased service with the City. The City will contribute ten percent of the employee's salary to the 401(a) plan. The participating employee must contribute two percent of compensation to this plan. All non-civil service employees hired on or after July 1, 2012, will also be enrolled in these 401(a) plans.

Non-Civil Service regular full-time exempt employees may choose to participate in a separate 401(a) plan administered by the International City Management Association Retirement Corporation as their retirement plan. The City will contribute ten percent of the employee's salary. The participating employee must contribute two percent of compensation to the plan.

An employee who has 20 years of service or has reached age 60 with 10 years of service may retire in the eyes of the City. Upon retirement you will be eligible to receive sick time payout as well as have an option to continue health insurance coverage under the City group plan.

All employees are eligible to participate in an ICMA-RC 457 and IRA Plan as a supplemental retirement plan. The Personnel Office should be contacted for additional information about arranging payroll deductions for this program.

The remaining language of Section 4.13 regarding civil service employees remains unchanged.

**SECTION 6.** The language contained in Section 4.16 of the Personnel Policy regarding Certificate/License Incentive Pay Program is amended to include the \$ sign before the existing 20/month language in this section, and the following language is added to the existing list of departments receiving this incentive pay:

**Bi-State Maintenance:**

Boiler Certificate	\$20/month
HVAC Certificate	\$20/month
Plumbing Certificate	\$20/month
Electrical Certificate	\$20/month

**SECTION 7.** The language contained in Section 5.04 of the Personnel Policy is deleted and hereby restated as follows:

**Overtime Compensation Eligibility**

The determination of employees eligible for overtime compensation will be based on the federal Fair Labor Standards Act (FLSA) provisions for executive, administrative, and professional employee exemptions. Exempt positions include, at the City Manager's discretion, but are not limited to:

City Manager	Police Captain
Finance Director	City Planner
Police Chief	Assistant Police Chief
District Court Clerk	Chief Probation Officer
Public Works Director	Assistant Public Works Director
Parks Director	Bi-State Information Center Director
City Clerk	Public Works Superintendent
Fire Chief	Assistant Fire Chief
Fire Marshal	Fire Training Chief
Controller	Building Official
Parks Superintendent	Animal Shelter Director
Building Maintenance Manager	

**SECTION 8.** The language contained in Chapter VII: TEXARKANA COMPUTER SYSTEMS POLICY, Section 7.01 GENERAL of the Personnel Policy is deleted and hereby restated as follows:

**7.01 General**

**(A.) Introduction**

Information Resources are strategic assets of the City of Texarkana that must be managed as valuable City resources. Thus, this policy is established to achieve the following:

- To ensure compliance with applicable statutes, regulations, and mandates regarding the management of information resources.
- To establish prudent and acceptable practices regarding the use of information resources, email, instant messaging, and the Internet.
- To educate individuals who may use information resources, emails, the Internet, the Intranet or both, with respect to their responsibilities associated with such use.
- To ensure the security integrity and proper use of the City computer network and all of the City's information resources.
- To ensure that all Information Resources are a secure and productive management tool.

**(B.) Ownership**

Electronic files created, sent, received, or stored on Information Resources owned, leased, administered, or otherwise under the custody and control of the City of Texarkana, are the property of the City of Texarkana.

**(C.) Privacy**

Electronic files created, sent, received, or stored on Information Resources owned, leased, administered, or otherwise under the custody and control of the City of Texarkana, are not private and may be accessed with the City Manager's authorization by Information Technology employees at any time, without knowledge of the employee. Department heads may access and view electronic files within their respective departments. All access shall be through Information Technology.

**(D.) Responsibility**

The responsibility for assuring complete compliance with the provisions of this policy rests with the department heads, supervisors, and the individual employee involved. It is the responsibility of email and Internet users to stay informed regarding City information that is disseminated electronically. This includes understanding and keeping up to date on system operations.

**(E.) Definitions**

**Information Technology:** The Information Technology Department of Texarkana Water Utilities is currently charged with the duty of operation and maintenance of Texarkana's computer network. In addition, Information Technology is responsible for administering the information security functions within the City network. The Information Technology Department is the City's internal and external point of contact for all information security matters.

**Information Technology Director:** Responsible to the City of Texarkana through the Executive Director of Texarkana Water Utilities, for management of the City's

information resources. The designation of an agency information resources director is intended to establish clear accountability for setting policy for information resources management activities, provide for greater coordination of the City's information activities, and ensure greater visibility of such activities within and between City agencies.

**Electronic Mail System:** Any computer software application that allows electronic mail to be communicated from one computing system to another.

**Electronic Mail (Email):** Any message, image, form, attachment, data, or other communication sent, received, or stored within an electronic mail system.

**Information Resources (IR):** Any and all computer printouts, online display devices, magnetic storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting electronic data including, but not limited to, mainframes, servers, personal computers, notebook computers, handheld computers, personal digital assistants (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e., embedded technology), telecommunication resources, network environments, telephones, fax machines, printers, and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and data, that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

**Internet:** A global system interconnecting computers and computer networks. The computers and networks are owned separately by a host of organizations, government agencies, companies, and colleges. The Internet is the present "information superhighway."

**Intranet:** A private network for communications and sharing of information that, like the Internet, is based on TCP/IP, but is accessible only to authorized users within an organization. An organization's Intranet is usually protected from external access by a firewall. It is a closed network of computers across a local area network that work together to share information in a secured environment.

**User:** An individual or automated application or process that is authorized to access the resource by the owner, in accordance with the owner's procedures and rules.

**Vendor:** Someone who exchanges goods or services for money.

**World Wide Web:** A system of Internet hosts that supports documents formatted in HTML (Hyper Text Markup Language) which contains links to other documents (hyperlinks) and to audio, video, and graphic images. Users can access the Web

with special applications called browsers, such as Google Chrome, Firefox, and Microsoft Edge.

**(F.) Disciplinary Actions**

Violation of this policy may result in disciplinary action, up to and including termination. Additionally, employees are subject to loss of the City of Texarkana Information Resources access privileges, civil, and criminal prosecution, where appropriate.

All agencies using the Texarkana computer network outside the Cities of Texarkana shall adopt and enforce these policies, as a condition of continued use.

**(G.) Cyber Security Training**

All City employees shall participate in the Cyber Security Training program administered by information technology to follow industry best practices.

**SECTION 9.** The language contained in first bullet point under Chapter VII: TEXARKANA COMPUTER SYSTEMS POLICY, Section 7.02 INFORMATION RESOURCES ACCEPTABLE USE POLICY of the Personnel Policy is deleted and restated as follows:

- All employees shall abide by the security instructions, rules, directives, or other security communications as contained in the addendum policy, and that may from time to time be issued by the Information Technology Director (with approval of the City Manager). See addendum Acceptable Use of Information Resources policy.

**PASSED AND APPROVED** this 17<sup>th</sup> day of July, 2023.



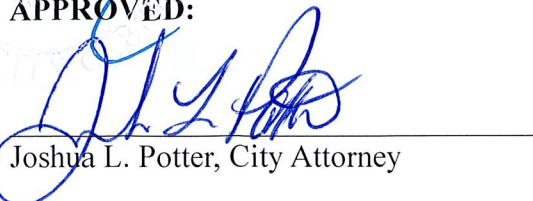
Allen L. Brown, Mayor

**ATTEST:**



Heather Soyars, City Clerk

**APPROVED:**



Joshua L. Potter, City Attorney

Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

## I. SECURE 2.0 Provisions

### A. ROTH Provisions

While not technically a SECURE 2.0 provision, 401(k), 457(b), and 403(b) plans must adopt the Roth Contribution Provision to continue to permit age-50 catch-up contributions starting in 2024. Roth is not available in 401(a) Profit sharing plans without the 401(k) feature, and is not available in 401(a) Money Purchase plans.

If your plan does not offer Roth Contributions, check here to add this provision:

The plan will permit in-plan Roth Conversions.

Yes  No

The Roth account will be an available source for loans.

Yes  No

**Note: to adopt the Roth features, 401(k) plans will need to also review an Adoption Agreement and 457(b) plans will need to review an Optional Provision Election Form. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.**

**B. Eliminate the "first date of the month" rule for 457(b) deferral changes.** The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer's general assets, rather than the first pay period of the following month.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

## II. SECURE 1.0 and Related Legislation Provisions

### C. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans)

The Plan will permit in-service withdrawals at age 59.5 (NOTE: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age by submitting a revised Adoption Agreement.)

Yes  No ("No" is the default provision under the Plan if no selection is made.)

### D. Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant. (Note to 401(a) Money Purchase Plan Sponsors: such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.)

*Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.*

Yes  No ("No" is the default provision under the Plan if no selection is made.)

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

### E. MissionSquare Retirement IncomeAdvantage In-Service Distribution (NOTE: only applicable to 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Retirement IncomeAdvantage as an available investment option).

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes  No ("No" is the default provision under the Plan if no selection is made.)





By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

Employer Plan Number: 109800 Employer Plan Name: City of Texarkana

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson Title: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ (MM/DD/YYYY)

Email Address: TyRhonda.Henderson@txkusa.org Phone Number: \_\_\_\_\_

<b>This form can be returned by secure message, fax, or mail using the information below.</b>	
<i>Online:</i> Submit through secure messaging to: <a href="http://www.employers.msqplanservices.org">www.employers.msqplanservices.org</a>	<i>Mail to:</i> MissionSquare Plan Services P.O. Box 219320 Kansas City, MO 64121-9320
<i>Fax to:</i> MissionSquare Plan Services (844) 677-3297	



**Coronavirus Aid, Relief, and Economic Security (CARES) Act  
Provisions Election Form  
Applicable to 457(b), 401(a), 401(k) and 403(b) Plans**

*Updated September 2020*

**The CARES Act provides relief for a “qualified” participant:**

- ▶ They, their spouse, or their dependent have been diagnosed with COVID-19 by a test approved by the CDC (Centers for Disease Control), or
- ▶ Due to COVID-19 they, their spouse, or member of their household experience adverse financial consequences as a result of:
  - » Being quarantined, furloughed, laid off, or having work hours reduced,
  - » Being unable to work due to lack of childcare,
  - » Closing or reducing hours of a business they own or operate due to COVID-19,
  - » Having a reduction in pay (or self-employment income), or
  - » Having a job offer rescinded or start date of a job delayed.

Employees will be required to acknowledge that they meet one of the above qualifying criteria by completing a self-certification provided by ICMA-RC.

**A. Coronavirus-Related Distribution (CRD) — Distributions are permitted until December 31, 2020**

**Note to employers offering 401(a) Money Purchase Plans:** If you elect to offer CRDs, you understand that your plan must already allow in-service withdrawals and the CRD participant must satisfy your plan’s requirements for in-service withdrawals. Consequently, this provision may not be available to all participants in 401(a) Money Purchase Plans.

The plan will permit a qualified employee to withdraw up to \$100,000 across all plans:

Yes     No (“**No**” is the default provision under the plan if no selection is made.)

**401(a) Money Purchase Plan and 401(a) Profit Sharing Plan Sponsors Only:** Please indicate whether you wish to waive the limit of two in-service withdrawals per year to allow for one or more CRDs.

Yes     No (“**No**” is the default provision under the plan if no selection is made.)

**B. Loan Suspension – Indicate below whether the Plan wishes to offer Loan Suspension:**

- Allow for Coronavirus-related Loan Suspension. (“**Allow**” is the default election if no selection is made.)
- DO NOT allow for a Coronavirus-related Loan Suspension.

*(continued)*

**C. Ongoing Plan Sponsor Authorization — Allow ongoing authorization for CRDs and Coronavirus-related Loan Suspensions (Loan Suspension) without additional plan sponsor signature.**

A CRD or Loan Suspension may be processed by ICMA-RC without requiring plan sponsor signature. ICMA-RC’s responsibilities regarding the CRD request are to ensure the form is fully completed and there are sufficient funds available to meet the request. **As a reminder, the CARES Act only allows a plan to provide a CRD if the participant’s CRDs from all plans of the employer will not exceed \$100,000.**

Indicate below whether ICMA-RC is authorized to process the CRD or Loan Suspension with or without a plan sponsor signature/authorization:

**Coronavirus-Related Distribution (CRD)**

- No Employer Authorization is required to process a CRD up to \$100,000 across all ICMA-RC accounts held by the participant.
- Employer Authorization is required. (***“Employer Authorization is required” is the default election under the plan if no selection is made.***)

**Loan Suspension**

- No Employer Authorization is required to process a Loan Suspension. A Loan Suspension report will be posted to EZLink to aid in suspending payroll deductions for loan repayments. (***“No Employer Authorization is required” is the default election if no selection is made.***)
- Employer Authorization is required prior to processing a Loan Suspension.

**Plan Sponsor Authorization (please provide one form per plan number):**

By signing below, I certify I am authorized to make plan design changes and that we intend to amend our plan to allow these provisions as of the date below or as soon as administratively feasible, and we authorize ICMA-RC to operate the plan in accordance with our elections as of the date below.

Employer Plan Number: 109800      Employer Plan Name: City of Texarkana

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson

Title: \_\_\_\_\_

Date:     /     /      
          Month    Day    Year

<b>This form can be returned by email, fax, or mail using the information below.</b>	
<i>Email to:</i> PlanAdoptionServices@icmarc.org	<i>Mail to:</i> ICMA-RC
<i>Fax to:</i> (202) 682-6439	ATTN: Workflow Management Team
ATTN: Workflow Management Team	777 North Capitol Street, NE, Suite 600
	Washington, DC 20002-4240



July 25, 2023

Rachel Hopkins  
City of Texarkana  
P.O Box 2711  
Texarkana, TX 75504-2711

Re: City of Texarkana (FPDP) (Plan ID: PLAN ID: 106618)

Dear Valued Client,

Thank you for your recent request to amend the above-mentioned plan's document(s). We've attached a draft of an amended version, including your request to:

- Update Normal Retirement Age – section IV, page 3

**The amended document is effective August 1, 2023. To complete the process, please review and sign the amended document(s) via DocuSign.** Alternatively, you may sign and return the document(s) using one of the methods below.

**Email to:**

MSQPLND@DSTSYSTEMS.com

**Mail to:**

MissionSquare Plan Services  
P.O. Box 219320  
Kansas City, MO 64121-9320

**Please Note:** The amended document supersedes prior versions; however, you should retain prior versions should the Internal Revenue Service ever request a copy. These documents are important legal documents and should be carefully reviewed with your legal counsel prior to adoption.

After receipt of the executed document(s), a copy of the document(s) will be posted to your plan sponsor website. Our recordkeeping system won't be updated to reflect your changes until your signed and dated document is returned.

If you have any questions, please contact your Retirement Plan Account Manager at (800) 326-7272. Thank you for entrusting us with your retirement plan administration. We look forward to continuing to serve you.

Sincerely,

MissionSquare Plan Services

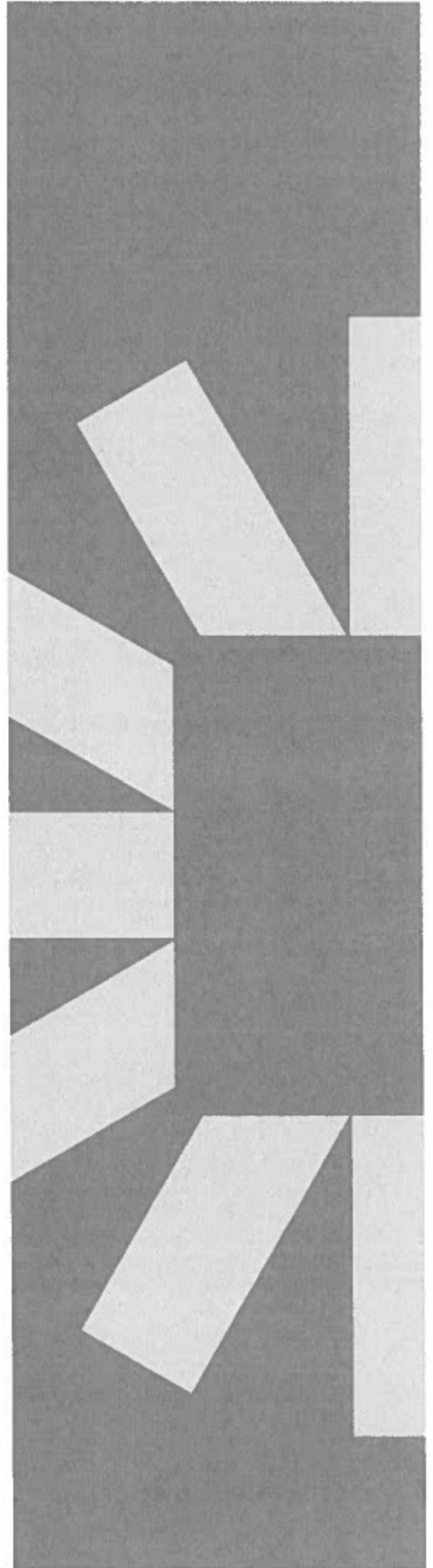
Enclosures

**ICMA Retirement Corporation**  
doing business as

**MissionSquare Retirement  
Governmental Money  
Purchase Plan  
Adoption Agreement**

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**MissionSquare**  
RETIREMENT



# MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 106618

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF TEXARKANA (FPDP)  
\_\_\_\_\_ (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

**New Plan or Amendment and Restatement (Check One):**

**Amendment and Restatement**

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

CITY OF TEXARKANA (FPDP)

**Effective Date of Restatement.** The effective date of the Plan shall be:

08/01/2023

*(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

**New Plan**

**Effective Date of New Plan.** The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: \_\_\_\_\_

*(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

**I. EMPLOYER: CITY OF TEXARKANA**

*(The Employer must be a governmental entity under Internal Revenue Code § 414(d))*

**II. SPECIAL EFFECTIVE DATES**

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

\_\_\_\_\_  
\_\_\_\_\_

*(Note provision and effective date.)*

**III. PLAN YEAR**

The Plan Year will be:

January 1 – December 31 (*Default*)

The 12 month period ending \_\_\_\_\_  
Month Day

**IV. Normal Retirement Age shall be age \_\_\_\_\_ (not less than 55 nor in excess of 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

**In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age An employee who has 20 years of service or has reached age 60 with 10 years of service may retire in the eyes of the City.**

*Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.*

**V. COVERED EMPLOYMENT CLASSIFICATIONS**

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) Non-civil service employees hired after 7/1/2002

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

**Note:** As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

Yes. The required Period of Service shall be \_\_\_\_\_ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

Yes. Age \_\_\_\_\_ (*not to exceed age 21*).

N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required       are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes       No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes       No



Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 2 % of Earnings,

ii. \$ \_\_\_\_\_, or

iii. a whole percentage of Earnings between the range of \_\_\_\_\_ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pickup is required if Option A is not selected)

Yes      No     (*"Yes" is the default provision under the Plan if no selection is made.*)

C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

**Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

<sup>1</sup>Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

**Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is  more or  less.

**Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

**Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is  more or  less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly  Biweekly  Monthly  Annually in \_\_\_\_\_ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly     Biweekly     Monthly     Annually in \_\_\_\_\_ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

Yes     No    (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes     No    (*"No" is the default provision under the Plan if no selection is made.*)

## VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

Yes     No    (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

Yes     No    (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)
- 

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

Yes     No    (*"Yes" is the default provision under the Plan if no selection is made.*)

**IX. LIMITATION ON ALLOCATIONS**

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) \_\_\_\_\_

2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_

**X. VESTING PROVISIONS**

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):  
 Normal Retirement Age  
 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)  
 Alternate age (after Normal Retirement Age): \_\_\_\_\_  
 Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.  
 Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.  
 Yes  No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07  
 Yes  No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:  
 Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

### XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Final Pay shall be defined as (select one):**

A. Accrued unpaid vacation

B. Accrued unpaid sick leave

C. Accrued unpaid vacation and sick leave

D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

\_\_\_\_\_

1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of Final Pay to be contributed) or up to 100%% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

### XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Accrued Leave shall be defined as (select one):**

A. Accrued unpaid vacation

B. Accrued unpaid sick leave

C. Accrued unpaid vacation and sick leave

D. Other *(insert definition of Accrued Leave that is bona fide vacation and/or sick leave):*

\_\_\_\_\_

**1. Employer Accrued Leave Contribution.** The Employer shall contribute as follows

(choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant \_\_\_\_\_% of un-used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

**2. Employee Designated Accrued Leave Contribution**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute \_\_\_\_\_% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

**XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

**EMPLOYER SIGNATURE & DATE**

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.



**For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:**

MissionSquare Retirement  
777 N. Capitol St. NE Suite 600  
Washington, DC 20002  
800-326-7272

52582-0621-W1304

## **MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement**

The Employer hereby adopts and designates this Trust ("the Trust" ) to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

- I. **Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.
  
- II. **Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.
  - (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
  
  - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.
  
  - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
  
  - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
  - (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case maybe, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
  - (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
  - (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
  - (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.
- III. Taxes and Expenses.** All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.
- IV. Payment of Benefits.** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

**V. Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.

**VI. Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Employer & Trustee: City of Texarkana ("the Employer")

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date:     /     /      
(M) (D) (Y)

## ORDINANCE NO. 26-2023

### AN ORDINANCE AMENDING THE CITY OF TEXARKANA, ARKANSAS PERSONNEL POLICY, INCLUDING WITHOUT LIMITATION ORDINANCE NO. K-570, AS AMENDED; AND FOR OTHER PURPOSES

WHEREAS, pursuant to Ordinance No. K-570, the Personnel Policy for the City of Texarkana, Arkansas, was adopted and, thereafter, has been amended, updated, and restated from time to time; and

WHEREAS, the Personnel Policy Committee recommends the Personnel Policy be amended; and

WHEREAS, the Acting City Manager and staff recommend approval;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that:

**SECTION 1.** The language contained in Section 2.17 of the Personnel Policy is deleted and hereby restated as follows:

**Residency Policy:**

The City requires that any employee who is required to be “on-call” or who is subject to being called out for emergency duty of any type, shall live within an area in which the employee can respond to an emergency call to duty within thirty (30) minutes in accordance with (ACA 14-53-113).

**SECTION 2.** The language contained in Section 4.02(J) of the Personnel Policy is deleted and hereby restated as follows:

**(J) Catastrophic Leave Bank:**

The purpose of the Catastrophic Leave Bank as adopted by Ordinance L-287 is to allow eligible participating employees who have exhausted all available leave balances to receive additional leave benefits for extended absences upon submission of a properly documented application. For questions, please contact the Personnel Office or visit the City's website at <https://cityoftexarkanaar.com>.

**SECTION 3.** The language contained in Section 4.10 of the Personnel Policy is deleted and hereby restated as follows:

**The following are official holidays for City employees:**

New Year's Eve	December 31st
New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Friday prior to Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas	December 25 <sup>th</sup>
Birthday	Birthday Month

Holidays falling on Saturday will be observed on the preceding Friday; holidays falling on Sunday are observed on the following Monday. When an employee reports in sick on the day before or the day after a holiday, a signed sick slip may be required before payment for the holiday is made.

In circumstances where a conflict exists between employee requests, departmental divisional seniority shall apply. Vacation shall not be approved when it interferes with normal operations of the City or will reduce staffing below levels acceptable to the department head or the City Manager.

Birthdays must be taken during the month the birthday occurs and be approved by the department head or supervisor.

Holiday pay is given to all regular, full-time employees, provided they worked on the last scheduled workday prior to, and next scheduled workday after the holiday, or had prior approval from the department head to take annual leave. Employees on annual or sick leave during a holiday period will receive holiday pay for authorized holidays. Employees on leave without pay status do not receive pay for holidays. Employees called in to work in emergency situations on a holiday will receive double pay for the hours worked.

For departments which operate 24 hours a day, seven days a week, the department head will adjust the holiday leave schedule for non-Civil Service employees, according to the departmental work schedule.

The appropriation made by the City Board of Directors for salaries, will include additional pay for holidays for all eligible employees of the City including, but not limited to, Civil Service employees, as provided by the laws of the State of Arkansas.

**Police:**

All law enforcement officers, regardless of their titles, employed by cities of the first class, shall be compensated for all legal holidays established by the governing body of the municipality. This compensation shall be based on the law enforcement officer's daily rate of pay and in addition to the regular pay schedule. This compensation may be included within the officer's base pay. This compensation shall be prorated and paid during the regular payroll periods, or paid in one lump sum annually, on a date in December designated by the municipality. (ACA 14-52-105)

**Fire:**

All firefighters employed by cities of the first class shall be compensated for all legal holidays established by the governing body of the municipality. This compensation shall be based on the firefighters' daily rate of pay and in addition to the regular pay schedule. This compensation may be included within the firefighters' base pay. This compensation shall be prorated and paid during the regular payroll periods, or paid in one lump sum annually, on a date in December designated by the municipality. (ACA 14-53-106)

All matters in question on leave will be at the City Manager's discretion and in accordance with State and Federal laws.

**SECTION 4.** The heading of Section 4.12 of the Personnel Policy is amended to read **OCCUPATIONAL INJURIES/TRAUMATIC EVENT COUNSELING** and the following is added to the existing language:

**Traumatic Event Counseling**

The City shall provide coverage for licensed counseling for a public safety employee who experiences a traumatic event while in the course of duty according to Act 537 HB 1302.

The coverage under subdivision (b)(1) shall allow for up to twelve (12) licensed counseling visits per calendar year. The City shall pay for the licensed counseling visits. The licensed counseling visits may be provided through telehealth.

Additional information may be obtained from the Personnel Office.

**SECTION 5.** The language contained in Section 4.13 of the Personnel Policy regarding Non-Civil Service employees is deleted and hereby restated as follows:

**Non-Civil Service:**

**Texarkana Arkansas Public Employees Retirement System (TAPERS):**

The City administers a defined benefit plan for non-Civil Service regular hourly full-time employees. Employees hired before July 1, 2002, who are not covered under any other plan, are eligible for participation in this plan. The City contributes ten percent of the employees' salary to the plan; the participating employees must contribute two percent of compensation to this plan. Employees with 10 years' service are fully vested. This is a closed-end plan, and no new participants will be enrolled in this plan effective July 1, 2012.

**ICMA-RC Deferred Compensation Plans:**

An employee transitioned from the TAPERS retirement system on July 1, 2012, will be enrolled in a 401(a) plan administered by the International City Management Association Retirement Corporation. If an employee has an accrued benefit in TAPERS, the benefit will be frozen and will not accrue any additional amount as of July 1, 2012. The benefit will earn vesting credit with increased service with the City. The City will contribute ten percent of the employee's salary to the 401(a) plan. The participating employee must contribute two percent of compensation to this plan. All non-civil service employees hired on or after July 1, 2012, will also be enrolled in these 401(a) plans.

Non-Civil Service regular full-time exempt employees may choose to participate in a separate 401(a) plan administered by the International City Management Association Retirement Corporation as their retirement plan. The City will contribute ten percent of the employee's salary. The participating employee must contribute two percent of compensation to the plan.

An employee who has 20 years of service or has reached age 60 with 10 years of service may retire in the eyes of the City. Upon retirement you will be eligible to receive sick time payout as well as have an option to continue health insurance coverage under the City group plan.

All employees are eligible to participate in an ICMA-RC 457 and IRA Plan as a supplemental retirement plan. The Personnel Office should be contacted for additional information about arranging payroll deductions for this program.

The remaining language of Section 4.13 regarding civil service employees remains unchanged.



**SECTION 6.** The language contained in Section 4.16 of the Personnel Policy regarding Certificate/License Incentive Pay Program is amended to include the \$ sign before the existing 20/month language in this section, and the following language is added to the existing list of departments receiving this incentive pay:

**Bi-State Maintenance:**

Boiler Certificate	\$20/month
HVAC Certificate	\$20/month
Plumbing Certificate	\$20/month
Electrical Certificate	\$20/month

**SECTION 7.** The language contained in Section 5.04 of the Personnel Policy is deleted and hereby restated as follows:

**Overtime Compensation Eligibility**

The determination of employees eligible for overtime compensation will be based on the federal Fair Labor Standards Act (FLSA) provisions for executive, administrative, and professional employee exemptions. Exempt positions include, at the City Manager's discretion, but are not limited to:

City Manager	Police Captain
Finance Director	City Planner
Police Chief	Assistant Police Chief
District Court Clerk	Chief Probation Officer
Public Works Director	Assistant Public Works Director
Parks Director	Bi-State Information Center Director
City Clerk	Public Works Superintendent
Fire Chief	Assistant Fire Chief
Fire Marshal	Fire Training Chief
Controller	Building Official
Parks Superintendent	Animal Shelter Director
Building Maintenance Manager	

**SECTION 8.** The language contained in Chapter VII: TEXARKANA COMPUTER SYSTEMS POLICY, Section 7.01 GENERAL of the Personnel Policy is deleted and hereby restated as follows:

**7.01 General**

**(A.) Introduction**

Information Resources are strategic assets of the City of Texarkana that must be managed as valuable City resources. Thus, this policy is established to achieve the following:

- To ensure compliance with applicable statutes, regulations, and mandates regarding the management of information resources.
- To establish prudent and acceptable practices regarding the use of information resources, email, instant messaging, and the Internet.
- To educate individuals who may use information resources, emails, the Internet, the Intranet or both, with respect to their responsibilities associated with such use.
- To ensure the security integrity and proper use of the City computer network and all of the City's information resources.
- To ensure that all Information Resources are a secure and productive management tool.

**(B.) Ownership**

Electronic files created, sent, received, or stored on Information Resources owned, leased, administered, or otherwise under the custody and control of the City of Texarkana, are the property of the City of Texarkana.

**(C.) Privacy**

Electronic files created, sent, received, or stored on Information Resources owned, leased, administered, or otherwise under the custody and control of the City of Texarkana, are not private and may be accessed with the City Manager's authorization by Information Technology employees at any time, without knowledge of the employee. Department heads may access and view electronic files within their respective departments. All access shall be through Information Technology.

**(D.) Responsibility**

The responsibility for assuring complete compliance with the provisions of this policy rests with the department heads, supervisors, and the individual employee involved. It is the responsibility of email and Internet users to stay informed regarding City information that is disseminated electronically. This includes understanding and keeping up to date on system operations.

**(E.) Definitions**

**Information Technology:** The Information Technology Department of Texarkana Water Utilities is currently charged with the duty of operation and maintenance of Texarkana's computer network. In addition, Information Technology is responsible for administering the information security functions within the City network. The Information Technology Department is the City's internal and external point of contact for all information security matters.

**Information Technology Director:** Responsible to the City of Texarkana through the Executive Director of Texarkana Water Utilities, for management of the City's

information resources. The designation of an agency information resources director is intended to establish clear accountability for setting policy for information resources management activities, provide for greater coordination of the City's information activities, and ensure greater visibility of such activities within and between City agencies.

**Electronic Mail System:** Any computer software application that allows electronic mail to be communicated from one computing system to another.

**Electronic Mail (Email):** Any message, image, form, attachment, data, or other communication sent, received, or stored within an electronic mail system.

**Information Resources (IR):** Any and all computer printouts, online display devices, magnetic storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting electronic data including, but not limited to, mainframes, servers, personal computers, notebook computers, handheld computers, personal digital assistants (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e., embedded technology), telecommunication resources, network environments, telephones, fax machines, printers, and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and data, that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

**Internet:** A global system interconnecting computers and computer networks. The computers and networks are owned separately by a host of organizations, government agencies, companies, and colleges. The Internet is the present "information superhighway."

**Intranet:** A private network for communications and sharing of information that, like the Internet, is based on TCP/IP, but is accessible only to authorized users within an organization. An organization's Intranet is usually protected from external access by a firewall. It is a closed network of computers across a local area network that work together to share information in a secured environment.

**User:** An individual or automated application or process that is authorized to access the resource by the owner, in accordance with the owner's procedures and rules.

**Vendor:** Someone who exchanges goods or services for money.

**World Wide Web:** A system of Internet hosts that supports documents formatted in HTML (Hyper Text Markup Language) which contains links to other documents (hyperlinks) and to audio, video, and graphic images. Users can access the Web

with special applications called browsers, such as Google Chrome, Firefox, and Microsoft Edge.

**(F.) Disciplinary Actions**

Violation of this policy may result in disciplinary action, up to and including termination. Additionally, employees are subject to loss of the City of Texarkana Information Resources access privileges, civil, and criminal prosecution, where appropriate.

All agencies using the Texarkana computer network outside the Cities of Texarkana shall adopt and enforce these policies, as a condition of continued use.

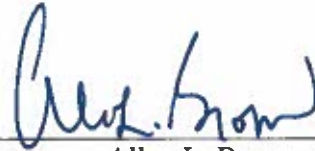
**(G.) Cyber Security Training**

All City employees shall participate in the Cyber Security Training program administered by information technology to follow industry best practices.

**SECTION 9.** The language contained in first bullet point under Chapter VII: TEXARKANA COMPUTER SYSTEMS POLICY, Section 7.02 INFORMATION RESOURCES ACCEPTABLE USE POLICY of the Personnel Policy is deleted and restated as follows:

- All employees shall abide by the security instructions, rules, directives, or other security communications as contained in the addendum policy, and that may from time to time be issued by the Information Technology Director (with approval of the City Manager). See addendum Acceptable Use of Information Resources policy.

**PASSED AND APPROVED** this 17<sup>th</sup> day of July, 2023.

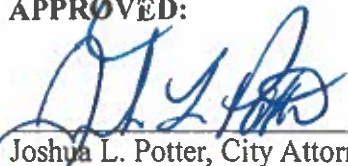


Allen L. Brown, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

  
\_\_\_\_\_  
Joshua L. Potter, City Attorney



Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

## I. SECURE 2.0 Provisions

### A. ROTH Provisions

While not technically a SECURE 2.0 provision, 401(k), 457(b), and 403(b) plans must adopt the Roth Contribution Provision to continue to permit age-50 catch-up contributions starting in 2024. Roth is not available in 401(a) Profit sharing plans without the 401(k) feature, and is not available in 401(a) Money Purchase plans.

If your plan does not offer Roth Contributions, check here to add this provision:

The plan will permit in-plan Roth Conversions.

Yes  No

The Roth account will be an available source for loans.

Yes  No

**Note:** to adopt the Roth features, 401(k) plans will need to also review an Adoption Agreement and 457(b) plans will need to review an Optional Provision Election Form. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

**B. Eliminate the "first date of the month" rule for 457(b) deferral changes.** The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer's general assets, rather than the first pay period of the following month.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

## II. SECURE 1.0 and Related Legislation Provisions

### C. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans)

The Plan will permit in-service withdrawals at age 59.5 (NOTE: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age by submitting a revised Adoption Agreement.)

Yes  No ("No" is the default provision under the Plan if no selection is made.)

### D. Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant. (Note to 401(a) Money Purchase Plan Sponsors: such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.)

*Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.*

Yes  No ("No" is the default provision under the Plan if no selection is made.)

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

**E. MissionSquare Retirement IncomeAdvantage In-Service Distribution (NOTE: only applicable to 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Retirement IncomeAdvantage as an available investment option).**

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes  No ("No" is the default provision under the Plan if no selection is made.)



**SECURE ACT 2.0 and 1.0 Election Form | Page 2 of 2**

By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

Employer Plan Number: 106618 Employer Plan Name: City of Texarkana (FPDP)

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson Title: \_\_\_\_\_ Date:    /   /    (MM/DD/YYYY)

Email Address: TyRhonda.Henderson@txkusa.org Phone Number: \_\_\_\_\_

<b>This form can be returned by secure message, fax, or mail using the information below.</b>	
<i>Online:</i> Submit through secure messaging to: <a href="http://www.employers.msqplanservices.org">www.employers.msqplanservices.org</a>	<i>Mail to:</i> MissionSquare Plan Services P.O. Box 219320 Kansas City, MO 64121-9320
<i>Fax to:</i> MissionSquare Plan Services (844) 677-3297	



**Coronavirus Aid, Relief, and Economic Security (CARES) Act  
Provisions Election Form  
Applicable to 457(b), 401(a), 401(k) and 403(b) Plans**

*Updated September 2020*

**The CARES Act provides relief for a “qualified” participant:**

- ▶ They, their spouse, or their dependent have been diagnosed with COVID-19 by a test approved by the CDC (Centers for Disease Control), or
- ▶ Due to COVID-19 they, their spouse, or member of their household experience adverse financial consequences as a result of:
  - » Being quarantined, furloughed, laid off, or having work hours reduced,
  - » Being unable to work due to lack of childcare,
  - » Closing or reducing hours of a business they own or operate due to COVID-19,
  - » Having a reduction in pay (or self-employment income), or
  - » Having a job offer rescinded or start date of a job delayed.

Employees will be required to acknowledge that they meet one of the above qualifying criteria by completing a self-certification provided by ICMA-RC.

**A. Coronavirus-Related Distribution (CRD) — Distributions are permitted until December 31, 2020**

**Note to employers offering 401(a) Money Purchase Plans:** If you elect to offer CRDs, you understand that your plan must already allow in-service withdrawals and the CRD participant must satisfy your plan’s requirements for in-service withdrawals. Consequently, this provision may not be available to all participants in 401(a) Money Purchase Plans.

The plan will permit a qualified employee to withdraw up to \$100,000 across all plans:

- Yes     No (“No” is the default provision under the plan if no selection is made.)

**401(a) Money Purchase Plan and 401(a) Profit Sharing Plan Sponsors Only:** Please indicate whether you wish to waive the limit of two in-service withdrawals per year to allow for one or more CRDs.

- Yes     No (“No” is the default provision under the plan if no selection is made.)

**B. Loan Suspension – Indicate below whether the Plan wishes to offer Loan Suspension:**

- Allow for Coronavirus-related Loan Suspension. (“Allow” is the default election if no selection is made.)
- DO NOT allow for a Coronavirus-related Loan Suspension.

*(continued)*

**C. Ongoing Plan Sponsor Authorization — Allow ongoing authorization for CRDs and Coronavirus-related Loan Suspensions (Loan Suspension) without additional plan sponsor signature.**

A CRD or Loan Suspension may be processed by ICMA-RC without requiring plan sponsor signature. ICMA-RC’s responsibilities regarding the CRD request are to ensure the form is fully completed and there are sufficient funds available to meet the request. **As a reminder, the CARES Act only allows a plan to provide a CRD if the participant’s CRDs from all plans of the employer will not exceed \$100,000.**

Indicate below whether ICMA-RC is authorized to process the CRD or Loan Suspension with or without a plan sponsor signature/authorization:

**Coronavirus-Related Distribution (CRD)**

- No Employer Authorization is required to process a CRD up to \$100,000 across all ICMA-RC accounts held by the participant.
- Employer Authorization is required. (***“Employer Authorization is required” is the default election under the plan if no selection is made.***)

**Loan Suspension**

- No Employer Authorization is required to process a Loan Suspension. A Loan Suspension report will be posted to EZLink to aid in suspending payroll deductions for loan repayments. (***“No Employer Authorization is required” is the default election if no selection is made.***)
- Employer Authorization is required prior to processing a Loan Suspension.

**Plan Sponsor Authorization (please provide one form per plan number):**

By signing below, I certify I am authorized to make plan design changes and that we intend to amend our plan to allow these provisions as of the date below or as soon as administratively feasible, and we authorize ICMA-RC to operate the plan in accordance with our elections as of the date below.

Employer Plan Number: 106618      Employer Plan Name: City of Texarkana (FPDP)

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: TyRhonda Henderson

Title: \_\_\_\_\_

Date:     /     /      
          Month    Day    Year

<b>This form can be returned by email, fax, or mail using the information below.</b>	
<b>Email to:</b> PlanAdoptionServices@icmarc.org  <b>Fax to:</b> (202) 682-6439 ATTN: Workflow Management Team	<b>Mail to:</b> ICMA-RC ATTN: Workflow Management Team 777 North Capitol Street, NE, Suite 600 Washington, DC 20002-4240





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the Acting City Manager to enter into contracts with Crossties and Big Ass Touring, Inc., regarding the performance of Priscilla Block at the Front Street Festival Plaza. (ADMIN) Acting City Manager/Finance Director TyRhonda Henderson

**AGENDA DATE:** August 21, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Administration

**PREPARED BY:** Heather Soyars, City Clerk

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**REQUEST:** Authorizing the Acting City Manager to enter into a contract with Crossties for a mutual 50/50 understanding to provide equal services for musical act Priscilla Block to perform on the Loading Dock Stage at Front Street Festival Plaza. As well as enter into an agreement with Big Ass Touring, Inc., to secure talent.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Authorizing the Acting City Manager to enter into a contract with Crossties for a mutual 50/50 understanding to provide equal services for musical act Priscilla Block to perform on the Loading Dock Stage at Front Street Festival Plaza. As well as enter into an agreement with Big Ass Touring, Inc., to secure talent.

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**EXPENSE REQUIRED:**

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**AMOUNT BUDGETED:**

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**APPROPRIATION  
REQUIRED:**

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**EXHIBITS:** Resolution, Crossties Agreement, Anheuser-Busch Agreement for Talent Performance, and Priscilla Block Rider Agreement

## RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, Crossties event venue (“Crossties”) and the City of Texarkana, Arkansas, (“City”) desire to have country music artist Priscilla Block perform a concert at the Loading Dock Stage located in the Front Street Festival Plaza on November 3, 2023; and

**WHEREAS**, Crossties desires to enter into an agreement with the City for a mutual 50/50 understanding to provide equal services for Priscilla Block to perform; and

**WHEREAS**, the agreement sets forth that the City and Crossties will split 50/50 Priscilla Block’s \$40,000 guarantee; sound and lights not to exceed \$10,000; \$2,500 premium on a \$100,000 liability insurance policy; and any Texarkana, Arkansas Police Department overtime expenses for the event; and

**WHEREAS**, the agreement sets forth that Crossties will be responsible for the hospitality room up to \$600, hotel accommodations, personal security, and transportation on the day of the show; and

**WHEREAS**, the City will be responsible for providing the necessary stage equipment, such as a scissor lift and hanging beam clamps for the stage on the day of the show; and

**WHEREAS**, the City will also enter into an agreement with Big Ass Touring, Inc., to secure Priscilla Block for the concert on November 3, 2023; and

**WHEREAS**, the Acting City Manager and staff recommend approval;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager is authorized to enter into a 50/50 agreement with Crossties in the amount and under the terms herein described as well as an

agreement with Big Ass Touring, Inc., to secure Priscilla Block for the November 3, 2023, concert.

**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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Joshua L. Potter, City Attorney

**AGREEMENT**  
**Priscilla Block Concert**  
**Big Ass Production**  
**November 3, 2023**  
**Front Street Plaza**

This agreement is between Crossties and the City of Texarkana, Arkansas, seeking a mutual 50-50 understanding to provide equal services in bringing musical act Priscilla Block on the Loading Dock Stage in the City of Texarkana, Arkansas Front Street Plaza stage.

Each party will share the production cost and the profits from ticket sales equally. Production cost includes Priscilla Block's guarantee of \$40,000, and as required in the Priscilla Block Big Ass, Production rider lights, and sound production is not to exceed \$10,000. Each party will pay an equal amount of expenses. Priscilla Block's contract requires a 50% deposit within 48 hours of contract signing and the remaining 50% on the day of the show. The lights and sound production fee is also due on the day of the show.

As required by the Priscilla Block Big Ass Production rider, Crossties will cover Priscilla Block's hospitality needs, which amount to \$600, and the green room and meet and greet area. Also, provide hotel accommodations, personal security, and transportation for Priscilla Block on the day of the show.

The City of Texarkana, Arkansas, will be responsible for providing the necessary stage equipment, such as a scissor lift and hanging beam clamps, in the prescribed locations by the production group.

All tickets will be handled and sold through OutHousetickets.com. Up to and including the day of the Priscilla Block concert. Crossties will set up a managing app and give access to the designated representative, public works director, or city manager. Both parties will receive a full itemized invoice for reconciliation.

The sound and production company awarded the contract for the show will be responsible for handling the back line and production as described in the Priscilla Block Big Ass Production rider. They will be thoroughly vetted and experienced professionals who meet or exceed the Priscilla Block Big Ass Production rider requirements.

A \$100,000 Liability insurance policy is to be purchased covering the City of Texarkana, Arkansas, Crossties, and Priscilla Block at the cost of \$2500, split 50-50 by the two parties to this agreement. City of Texarkana, Arkansas Police overtime expenses for the event will be split 50-50 by the two parties to this agreement.

Any additional unknown expenses related to the Priscilla Block concert on November 3, 2023, may not exceed \$3000 on a 50-50 split without prior approval by both parties.

Crossties

Representative: \_\_\_\_\_

Date: \_\_\_\_\_

by: \_\_\_\_\_

City of Texarkana, Arkansas

Representative: \_\_\_\_\_

Date: \_\_\_\_\_

by: \_\_\_\_\_

**AGREEMENT FOR TALENT PERFORMANCE**

THIS AGREEMENT FOR TALENT PERFORMANCE (the "Agreement") is made as of \_\_\_\_\_, 20\_\_, by and between Big Ass Touring Inc. ("Lender") f/s/o Priscilla Block ("Talent"), with an address c/o Farris, Self & Moore, LLC, PO Box 121859, Nashville, TN 37212, on the one hand, and Crossties Event Venue and City of Texarkana, Arkansas("Purchaser"), with an address of 324 E Broad St, Texarkana, AR 71854 on the other hand. For good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

Purchaser hereby engages Agency to furnish Talent for the Performance (as described herein) upon all of the terms and conditions set forth herein, including, without limitation, those in the Additional Terms and Conditions and Rider (if any), attached hereto and fully incorporated herein by reference.

1. Lender agrees to furnish Talent for a live performance of no longer than seventy-five (75) minutes (the "Performance") for presentation at Front St. Plaza in Texarkana, AR, ("Venue") at approximately \_\_\_\_\_ on November 3, 2023.
2. Purchaser shall provide and pay for first-class sound, lights, backline, and video per Talent specifications, a sound check at a mutually agreed time and duration before the Performance and provide Talent with top line, sole headline billing in all manner and forms of advertising and publicity.
3. For the Performance, Purchaser shall pay to Lender a total of Forty Thousand Dollars (\$40,000) (the "Payment") by cashiers' check or other immediately available funds (unless otherwise directed by Lender) and paid in full without any deductions whatsoever as follows: (a) fifty percent (50%) of the Payment within forty-eight (48) hours of execution of this Agreement; and (b) the balance of the Payment not later than one (1) hour before the Performance.

AGREED TO AND ACCEPTED. THE BELOW SIGNATURES ALSO CONFIRM THAT THE PARTIES HERETO HAVE READ AND APPROVED EACH AND ALL OF THE ADDITIONAL TERMS AND CONDITION SET FORTH ON THE FOLLOWING PAGE.

\_\_\_\_\_  
PURCHASER  
BY: \_\_\_\_\_  
An Authorized Signatory

\_\_\_\_\_  
LENDER  
BY: Priscilla Block  
An Authorized Signatory

## ADDITIONAL TERMS AND CONDITIONS

The parties hereby acknowledge and agree that the following Additional Terms and Conditions are incorporated in and made a part of the Agreement between the parties:

1. Purchaser hereby agrees to furnish, at its own expense, on the date, time, and place of the Performance, all that is necessary for the proper presentation of a first (1st) class Performance, including, without limitation: a suitable, safe, well-lighted venue; dressing rooms; all licenses (including, without limitation, musical performing rights licenses); adequate, trained, and insured security; appropriate and sufficient advertising and publicity; and, in respect of musical performances, microphones, stage monitors, and a professional mixing board and sound engineer to operate the same. Purchaser hereby agrees to pay all amusement taxes. Purchaser hereby agrees to comply with all regulations and requirements of any national or local unions that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by Purchaser, Lender, and/or Talent, if any. Purchaser shall ensure compliance with all requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the Performance and the venue. Purchaser shall be solely responsible for providing a safe environment for the Performance, including, without limitation, with respect to (as applicable) the staging, stage covering, grounding, supervision, and security, so that the Performance and all persons and equipment are free from adverse weather and other conditions, situations, and events (collectively, the "Adverse Conditions"). Neither Lender nor Talent shall have any liability for any damage or injury caused by such Adverse Conditions.

2. As between Talent and Purchaser, Talent shall have control over the production, presentation, and performance of the Performance, including, without limitation, the details, means, and methods of the performances of Talent. Lender's and Talent's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond Lender's or Talent's control. Notwithstanding the foregoing, neither Adverse Conditions nor inclement weather shall excuse Purchaser from Purchaser's obligation to pay the full Payment to Lender if the Performance is rendered impossible, infeasible, or unsafe by such conditions.

3. Purchaser shall not have shall not have the right to broadcast or televise, photograph, or otherwise reproduce the performances hereunder, or any part thereof. Purchaser shall not have the right to assign this Agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that Lender or Talent shall be liable for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof, or otherwise. The person executing this agreement on Purchaser's behalf warrants his/her/their authority to do so, and such person hereby personally assumes liability for the paying the Payment to Lender in full.

4. The Performance by Talent hereunder shall receive billing in such order, form, size, and prominence as directed by Lender and Talent, and as befitting headline talent, in all advertising and publicity issued by or under the control of Purchaser. Purchaser may only use Talent's name and pre-approved voice, likeness, materials, pictures, photographs, image, or other identification (collectively, "Talent's Likeness") in connection with Purchaser's advertising and publicizing of the Performance; provided, however, that Purchaser's use of Talent's Likeness shall not be an endorsement or indication of use of any product or service and no corporate product/service name or logo shall be included in any such advertising and publicity absent Talent's prior written approval in each instance. Notwithstanding the foregoing, Lender and Talent shall have final approval over advertising using Talent's Likeness.

5. Purchaser hereby agrees that Lender may cancel the Performance hereunder without liability by giving Purchaser notice at least fifteen (15) days prior to the date of the Performance. Upon termination of

the Agreement in accordance with this paragraph, and not, for the avoidance of doubt, in accordance with paragraph 7 below (in which case the provisions thereof shall govern), Lender shall work with Purchaser to reschedule the Performance on a mutually agreeable date within six (6) months of the originally scheduled Performance; provided, however, that under no circumstances shall Lender be required to refund any portion of the deposit even if the parties, working in good faith, are unable to book a substitute date. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection herewith.

6. Lender hereby agrees that Purchaser may cancel the Performance hereunder without liability by giving Lender notice at least thirty (30) days prior to the date of the Performance. Upon termination of the Agreement in accordance with this paragraph, Lender shall retain all amounts already paid to Lender by Purchaser. For any cancellation by Purchaser that is not in accordance with the previous sentence, Lender shall be owed the remainder of the Payment without reduction, unless such termination is due to Lender's actual, undisputed, uncured (if capable of cure) breach of this Agreement.

7. In the event that Purchaser refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, or fails to promptly make any of the payments as provided herein, or fails to proceed with the Performance without timely cancelling, then any such failure shall be deemed a substantial and material breach of this Agreement and Lender shall have the right without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Performance hereunder; (ii) retain all amounts already paid to Lender by Purchaser as partial compensation for such breach; (iii) receive the then outstanding full balance of the Payment due pursuant to this Agreement; and (iv) the parties shall have no further rights or obligations hereunder.

8. Purchaser shall obtain and maintain, from the date hereof through completion of the Performance, public and comprehensive general liability insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence (but in no event less than the limits required by the venue) for personal injury or property damage during or incidental to any performance given under this Agreement, which such insurance policy shall name Lender and Talent as an additional insureds.

9. In no event shall Lender or Talent (or any of their agents, representatives, principals, employees, officers, directors, and affiliates) be liable to Purchaser (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or similar damages, including, without limitation, lost profits, loss of revenue or income, and loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Performance or the transactions contemplated herein, whether in contract, tort, or otherwise, even if Lender or Talent have been advised of the possibility of such damages.

10. Lender and Talent shall have the right, but not the obligation, to sell souvenir programs and other souvenir items including, without limitation, merchandise items and records, in connection with, and at, the Performance and all the receipts thereof shall belong exclusively to Lender or Talent, as applicable.

11. This Agreement constitutes the complete agreement between the parties, and it supersedes and replaces any prior or contemporaneous agreements, oral or written. This Agreement may not be changed, modified, or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the state of Georgia. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union or guild having jurisdiction over the performances hereunder or any element thereof and wherever there is any conflict between any provision of this Agreement and any such law, rule, or regulation, such law, rule, or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. Any claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules and regulations the



American Arbitration Association. The parties hereby agree to be bound by the award of such arbitration and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

**RIDER**

In addition to the Payment, Purchaser shall provide the following at the venue at no expense to Talent:

# PRISCILLA BLOCK

**Contacts • General Rider • Technical Rider  
Backline Rider • Stage Plot • Input List**

Thank you for booking PRISCILLA BLOCK for your event. We look forward to working with you, your staff and all those involved to put on a great show. We are grateful for the opportunity to establish and continue to grow our relationship with all those involved. To ensure a successful and enjoyable event, this rider has been developed to help assist you with the technical and hospitality needs for the PRISCILLA BLOCK Team. Every part of this rider has been evaluated to suit both the needs of the PRISCILLA BLOCK team and your event staff/team. Because of this, it is a requirement that you read through this rider in its entirety and make notes before confirming your event. Please be aware that ALL EDITS AND/OR NOTES ARE SUBJECT TO APPROVAL BY ARTIST MANAGEMENT.

Page 2 – Contact Information

Page 3 – General Rider

Page 5 – Hospitality Rider

Page 6 – Technical Rider

Page 8 – Stage Plot / Input List

Page 9 – Backline Rider

Page 10 – Signature Page

## **Contact Information**

### **Management**

Charly Salvatore | (615) 509-3167 | charly@underscore.works

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### **Tour Management**

#### **TM:**

Kyle Ward | kpwtouring@gmail.com | (828) 421-4877

TM@bigasstouring.com

#### **Tour, VIP, & Social Coordinator:**

Kara Zagorskie | kara@bigasstouring.com | (610) 500-3814

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### **Tour Marketing**

Caitlin Taranto | caitlin.taranto@caa.com

Jamie Ernst | jamie@underscore.works | (615) 415-5092

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### **Booking Agency**

#### **Creative Artists Agency (CAA)**

401 Commerce St, Penthouse | Nashville, TN 37219

Katie Germano | Katie.germano@caa.com

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### **Business Management**

#### **Farris, Self & Moore**

1114 17th Ave S #205, Nashville, TN 37212

Kella Farris | [kella@fsmnash.com](mailto:kella@fsmnash.com) | (615) 760-5107

## **GENERAL RIDER**

### **Parking**

Purchaser shall provide adequate parking for (1) bus and trailer, totaling no less than (70) ft. Parking location should be as close as possible to the load-in/out area. If parking is not available on the venue premises, please arrange for a safe nearby parking place. Venue assumes all responsibility for making parking arrangements and the fees associated with them.

### **Dressing Rooms:**

Purchaser shall provide (2) large and clean rooms with restroom and shower, available from artist arrival until the close of the venue. The rooms should be equipped with light, full-length mirrors, electrical outlets, working HVAC, and comfortable furniture. The rooms need to either be lockable by the artist or have a stationed security guard. These rooms should be separate from any rooms assigned to a different artist performing that day. If event is outdoors, rooms can be external camper/trailers. If your facilities have showers, please have them stocked with towels at the time of arrival.

### **Production Office**

Purchaser shall provide a backstage office space. It should include (1) desk or table with (2) office chairs, several power outlets, and adequate Wi-Fi. All stage towels should be delivered to the production office.

### **Runner/Transportation**

Purchaser shall provide (1) runner with at least a (7) passenger vehicle. Runner must be available from arrival to loadout, or until dismissed by Tour Manager. Runner should be knowledgeable of the area, have a working cell phone, and be over the age of 21.

### **Security**

Tour Manager will brief security team and Purchaser rep prior to doors opening. Security Meeting to be scheduled during the advance.

The Purchaser guarantees proper and qualified security at all times to ensure the safety of the Artist, the Artist's road crew, their equipment and their personal possessions, from the time of the stage call until the finish of the load-out. During the event, particular security must be provided at:

the dressing rooms, stage, front of house, and all the exits and entrances to the venue to provide for a safe and enjoyable event for both band / crew and paying guests.

Furthermore, the Purchaser must adhere to security provisions demanded by the venue authorities. In the event that any property of the Artist, the Artist's road crew, or employees is damaged or lost due to the failure of the security arrangements, the Purchaser will be held solely responsible. Furthermore, the Purchaser agrees and understands that they will bear full financial cost of replacement or repair of the damaged or lost items of equipment.

### **Merchandise**

Purchaser to provide (3) 8' tables in a well-lit, high trafficked area. The merch area will require adequate Wi-Fi and electricity. If the merch area is outdoors, we require at least (1) 10' x 10' easy up tent with back and side walls.

### **Hotels**

Purchaser to provide (2) hotel rooms for (1) night (Per Advance). All rooms should be double rooms (2 beds). The hotel should be a (3) Stars or better, be a recognizable chain of decent quality, be clean, and be and safe. Rooms to be pre-paid in advance prior to the Artist's arrival. Confirmation number and hotel information to provided to Tour Manager no less than one full week prior to show date.

**SEE NEXT PAGE FOR HOSPITALITY RIDER**

## **HOSPITALITY RIDER**

### **Catering**

(3) meals need to be provided for each member of touring party, totaling (11) personnel. We are fairly health conscious so please provide healthy options with fresh vegetables and lean meats. We have no dietary restrictions. Please contact Tour Manager with menus for approval.

- If Catering or Menu Ordered meals: please provide menus/options in advance.
- If buyout: please provide \$20 per person for (3) meals. A full catering buyout totals to \$600.

### **Dressing Room Stock**

- Per Advance with Tour Manager. Please have the following in dressing rooms at LOAD IN.
- Artist prefers a day of show hospitality shop. If buyout, please provide a total of \$200.

### **General**

- (8) black Stage Towels – (15) shower towels
- Small plates / Napkins / Flatware
- Hot Beverage Cups
- (1) 24pk of Solo Cups
  - o Block Party Blue greatly preferred. (turquoise, or 'light electric blue')
- Cooler w/ Clean Ice for drinks
- (2) 15lb bags of ice (to be delivered to bus)

### **Alcohol**

- (1) 750ml bottle of Jack Daniel's
- (1) 750ml bottle of Tito's Vodka
- (2) 4-packs of High Noon Seltzers (Pineapple)
- (1) 12-pack of Busch Light
- (1) 6-pack of Local Craft Beer
  - o Any variety. We love trying new beers.

### **Beverages**

- (1) case of bottled water (room temp)
- (1) 12-pack of Coke Zero
- (1) 12-pack of Sprite Zero
- (1) 4-pack of Sugar-Free Red Bull

### **Snacks**

- (2) bags of Pop Corners (sea salt)
- (1) bag of grapes
- (4) Fresh Limes
- (4) Fresh Lemons

### **Misc.**

- (1) 12-pack of AA batteries
- (1) Package of Peppermint Tea
- (1) Small bottle of Honey

## **TECHNICAL RIDER**

The Purchaser agrees and accepts the following terms and conditions regarding the presentation of the Artist's show. The Artist shall have exclusive control over the presentation, production, nature and conduct of their show, including production hired by the Purchaser in connection with the performance. (This includes all lighting, sound reinforcement and monitor systems, backline equipment and staging). In addition, any or all equipment or apparatus or systems in or adjacent to the venue of performance that may affect directly or indirectly the Artist's performance.

### **Stage**

Purchaser agrees to provide a solid stage on one level of a minimum size of 24' wide by 24' deep by 2' high (not including sound wings), with a minimum stage to ceiling clearance of 14'. Stage must be set up with equipment (and backline on fly dates) prior to arrival of band/crew. Stage shall be completely free of deflection, cracks, obstruction, nails, etc. which might impede Artist's movements. STAGE MUST HAVE ROOF / COVERING FOR ARTIST.

### **Labor**

Purchaser agrees to provide a minimum of 4 stagehands during Load-In, Changeovers, and Load-Out.

### **P.A. System**

Purchaser agrees to provide a P.A. system of professional quality. System must be adequate to cover the venue, and it must be set up prior to the arrival of the band/crew. Tour Manager retains approval rights on all P.A. systems, and system must be advanced with Tour Manager.

### **Front of House**

Please contact Tour Manager to determine whether tour will be carrying a FOH system. If not, Purchaser agrees to provide one.

10' x 10' or Larger CLEAR space is required for FOH. This should be in the CENTER / MIDDLE of the Venue and free from any obstructions.

### **Audio Package.**

Artist carries consoles, MON & FOH, as well as a full stage package, with the exception of power. Artist requires (2) 20 Amp circuits to be ran along the downstage and upstage edge, respectively. These circuits should break down to Edison connectors. It is requested to have PA pickup connections located at FOH.

### **Risers**

Purchaser agrees to provide (1) 8' x 8' x 12" riser, to be placed USL.

### **Backdrop**

Artist may be carrying a backdrop or other soft goods to be hung upstage of drum risers. Purchaser agrees to provide adequate trussing / rigging to hang backdrop.

### **Stage Lighting**

Purchaser will provide a high-quality concert lighting rig capable of adequately lighting the stage and venue. Artist retains approval rights on all lighting systems, and system must be advanced with Tour Manager.

Artist will need one (1) professional lighting director for Artist's performance. Lighting Operator will need to have knowledge and experience with running lights for a Country / Rock show. Please have LD meet with Artist's Production Contact during Sound Check for notes.

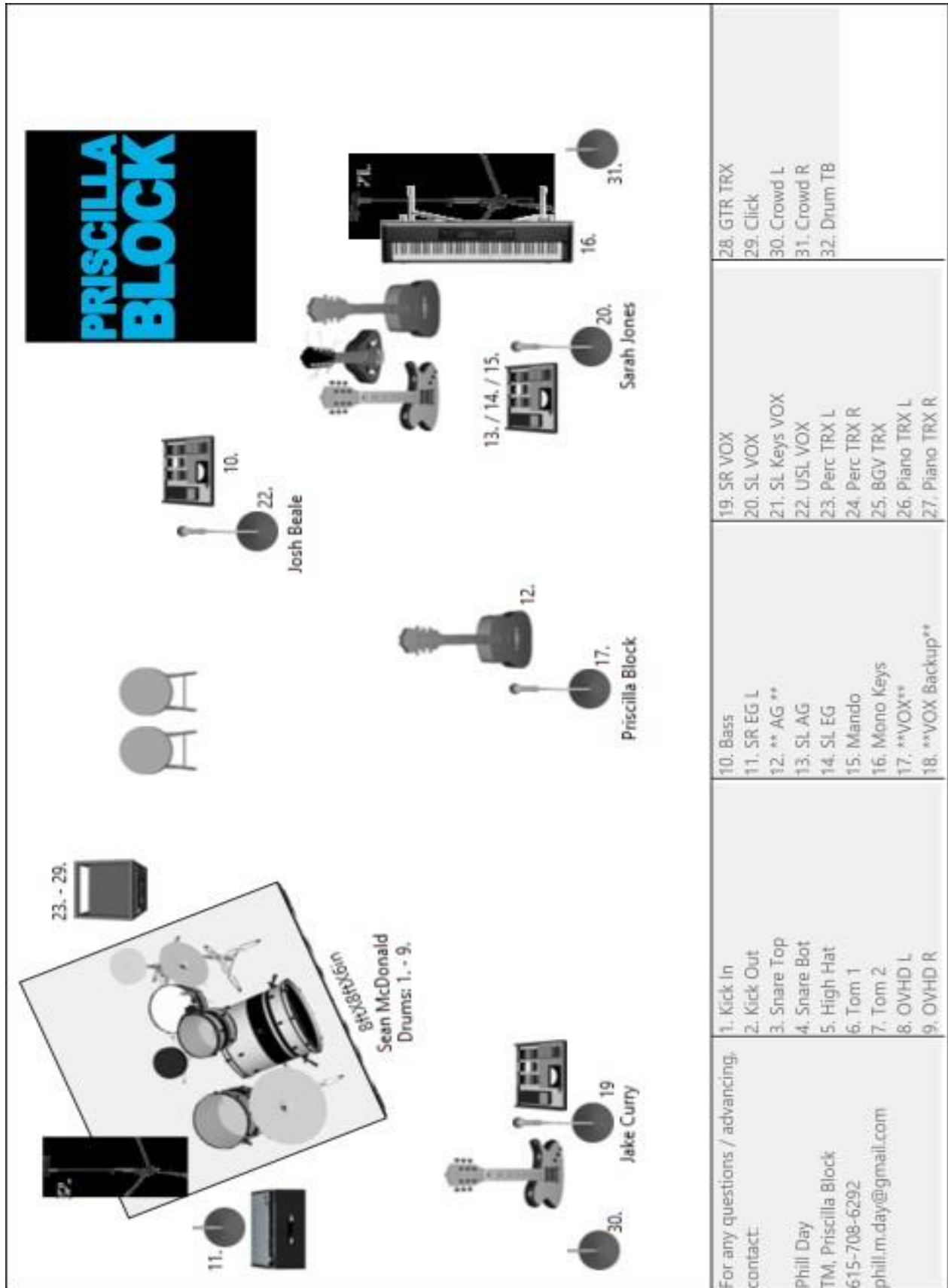
### **Spotlights**

Purchaser will, per advance, supply to the Artist for their performance (at no cost to Artist) (2) working, high quality, professional spotlights and operators. We request that all spots be loaded with a gel frame of L248 (1/2 Minus Green) & L206 (1/4 CTO) sandwiched together for the duration of the show (for color correction).

### **Soundcheck**

Time shall be provided for sound check, at least 2 hours, at the request of the Artist. No patrons shall be allowed to be present in the venue during sound check without expressed consent from the Artist's Tour Manager.





## **BACKLINE RIDER**

\*Only Needed if Advanced\*

\*Contact Tour Manager to Determine\*

### **Drums:**

- First Choice: DW Collector Series or Ludwig Classic Maple Kit
  - o (1) 22" x 14" Kick - Evans EMAD Coated on Batter Side
  - o (1) 13" x 8" Rack Tom – Evans G2 Coated (Top) – Evans G1 Clear (Bottom)
  - o (1) 16" x 16" Floor Tom – Evans G2 Coated (Top) – Evans G1 Clear (Bottom)
  - o (2) 14" x 6.5" Ludwig Black Beauty Snares or Ludwig Supraphonic Snares – Evans ST Dry Coated (Top) – Evans 300 Hazy (Bottom)

### **Hardware:**

- (4) DW Boom Stands
- (1) DW 9000 Hi Hat Stand
- (2) DW 9000 Snare Stands
- (2) DW 9000 Bass Drum Pedals
- (1) Drum Rug
- (1) Drum Throne

### **Cymbals:**

- Zildjian Cymbals (Mainly the K Custom Dark or K Sweet Series for Cymbals)
  - o (1) 23" Zildjian Sweet Ride
  - o (1) 20" Zildjian K Sweet Crash
  - o (1) 20" Zildjian K Custom Crash
  - o (1) 19" Zildjian K Custom Crash
  - o (1) Pair of 15" Zildjian K Sweet HiHats

### **Electric Guitar Amps**

- Just (1) Amp is needed. Options are:
  - o 1: Fender Princeton
  - o 2: Fender Deluxe Reverb
  - o 3: Fender Hot Rod Deluxe

### **Peripherals:**

- (4) Individual guitar stands
- Variety of spare ¼" instrument cables

### **Monitors:**

- 6 x Stereo IEM Unit/Beltpack Combos (1 for MON engineer).

## **SIGNATURE PAGE**

### **Rider agreed and accepted by:**

**Purchaser:** \_\_\_\_\_  
An authorized signatory

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

**Producer:** \_\_\_\_\_  
An authorized signatory

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution appointing Randy Henry to the Historic District (CCD) City Clerk Heather Soyars

**AGENDA DATE:** August 7, 2023

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** City Clerk

**PREPARED BY:** Heather Soyars

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**REQUEST:** Appointment to the Historic District

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:**

<u>Applicant</u>	<u>Term</u>
Randy Henry - Vacancy	01/17/2023----2026

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION  
REQUIRED:** N/A

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**EXHIBITS:** Resolution, member list

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, a vacancy exists on the Historic District Commission; and

**WHEREAS**, it is necessary that an appointment be made to fill the vacant position;

and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas that the following appointment to the Historic District Commission is hereby approved:

**Applicant**

**Term**

Randy Henry  
Vacancy

01/17/2023----2026

**PASSED AND APPROVED** this 21<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney

# CITY OF TEXARKANA, ARKANSAS

## Application for Appointment to Citizen Advisory Board or Commission

**BOARD OR COMMISSION DESIRED** (Please apply for one (1) board or commission per application.)

<input type="checkbox"/> Advertising & Promotion Commission	<input type="checkbox"/> Heating & Air Conditioning Board of Review
<input type="checkbox"/> Airport Authority	<input checked="" type="checkbox"/> Historic District Commission
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Library Board
<input type="checkbox"/> City Beautiful Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Plumbing Board of Review
<input type="checkbox"/> Electrical Review Board	<input type="checkbox"/> Public Facilities Board
<input type="checkbox"/> Equalization Board	<input type="checkbox"/> Other: _____

Name: Randy Henry Home Phone: \_\_\_\_\_

Address: 803 Miller St 71854 Texarkana Resident  Yes  No \_\_\_\_\_ Years

E-Mail Address: randy@readynowrestoration.com Miller Co. Voter Registration No. \_\_\_\_\_

Employer: Self Work Phone: \_\_\_\_\_

Position: \_\_\_\_\_ Cell Phone: 903.490.7772

Education: \_\_\_\_\_ High School: Liberty Eglau Christian

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):  
I have run multiple companies

Other relevant information (civic activities, memberships, etc.):  
Pastor Churches, Missions Director, Commissioner of TYSA

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, member of the Board of Directors, or current Committee members who may be contacted on your behalf.  
Name: Steven Hollibush Phone Number: 678.848.2033

Interest: Explain why you are interested in being appointed to this board or commission.  
We currently own a restaurant downtown Texarkana.

Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.  
Ø

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: Ø

Please read the statement below and sign your name to indicate your understanding.  
**I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.**

Signature of Applicant: Randy Henry Date Submitted: Aug 3 2023

Return completed application to:  
Heather Soyars, City Clerk  
216 Walnut Street (or)  
P O Box 2711  
Texarkana TX 75504-2711  
Phone 870-779-4995  
[heather.soyars@txkusa.org](mailto:heather.soyars@txkusa.org)



Please Note: This application will be on file for one (1) year.

# HISTORIC DISTRICT COMMISSION

Authorized by A.C.A. 14-172-201----212, and Texarkana Code 19-31----65  
3 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
<b>Greg Gallagher</b> 1919 Beech Street 903-905-5350	Resolution No. 2023-12 Appointment	01/17/2021----2024	1	4
<b>Jamie Simmons</b> 600 Pecan Street 870-330-1521	Resolution No. 2021-36 Reappointment	01/17/2021----2024	5	2
<b>Danny R. Gordon</b> 804 East 12 <sup>th</sup> Street 870-773-2746 (home)	Resolution No. 2021-36 Reappointment	01/17/2021----2024	2	3
<b>David Jones</b> 39 Brookside Drive 903-277-5550 (home) 870-774-3333 (work)	Resolution No. 2022-32 Reappointment	01/17/2022----2025	4	1
<b>Natasha Crabbe</b> 4131 Union Road 903-824-2970	Resolution No. 2022-32 Reappointment	01/17/2022----2025	2	1
<b>VACANCY</b>		01/17/2023----2026		
<b>M. Carmen Mauldin</b> 433 South Mosley Road 903-798-2194	Resolution No. 2023-11 Reappointment	01/17/2023----2026	2	1
<b>Mary Beck</b> <b>City Planer</b> HDC Ex – Officio 870-779-4971 (work)	N/A	Term of Employment	N/A	N/A